

CLAIMS ARISING FROM VENEZUELAN LAW OF ESPERA

Convention signed at Caracas June 1, 1853
Entered into force June 1, 1853
*Terminated upon fulfillment of its terms*¹

6 Miller 197

CONVENTION FOR THE PAYMENT OF THE CLAIMS OF CITIZENS OF THE UNITED STATES PROCEEDING FROM THE VENEZUELAN LAW OF ESPERA OF 1849

Whereas the Executive Power of Venezuela has been duly authorized by the resolution adopted at a joint session of the two Chambers of Congress on the 30th day of April 1853, to take whatever measures it might deem necessary for the purpose of terminating the foreign reclamations on account of the Credits proceeding from the law of Espera [moratory law] of the 9th of April 1849, which may have to be satisfied peremptorily; and whereas the Government of the United States has demanded in that manner the payments of the Credits of its Citizens, having such origin; now therefore the undersigned Isaac Nevett Steele, Chargé d'Affaires of the United States to the Republic of Venezuela and Simon Planas, Secretary of State in the Department of Foreign Affairs of the Government of Venezuela, being duly authorized to conclude an arrangement for the payment of these claims, have agreed upon the following articles.

ART. 1st The Government of Venezuela obligates itself to pay to the Government of the United States or to its Chargé d'Affaires at Caracas the full amount of the claims of Citizens of the United States, proceeding from the aforesaid law of Espera, as set forth in a list of said claims, to be made by the undersigned and considered as a part of this agreement, in the following manner, that is to say, the said full amount shall be divided into four equal parts, which shall be paid respectively on the 1st day of June, the 1st day of

¹ For a detailed study of this convention, including a discussion of the settlement, see 6 Miller 197.

September and the 1st day of December 1854, and the 1st day of March 1855, together with interest at five per cent per annum, which shall commence to run on the 1st day of July next, and shall continue until the day of payment, and shall be paid at the same time with the installment upon which it may have accrued.

ART. 2^d It is also hereby stipulated that if the Government of Venezuela shall fail to pay any one of the four installments mentioned in the preceding article on the day therein expressed, then the said Chargé d'Affaires of the United States, shall take and receive directly from the Commercial House of A. M. Seixas and C^o of La Guayra, or from any other House which he may select in its stead, the one half part of all the ordinary duties upon importations which shall be made by said House, from the date upon which the particular installment not paid became due, until the whole amount of said claims with the corresponding interest thereon, as stipulated in the foregoing article, shall be fully paid and satisfied. The house which may be selected shall deliver to the Custom House of that port the receipts which shall be given to said House by the American Legation for the half of the duties hereby conceded to it, and from the value of the pagarés [promises to pay] given by said House shall be discounted nine per Centum per annum, and the net proceeds resulting shall be charged by the Custom House to the account of the Legation.

ART. 3^d If the mode of payment established in the Second Article should not be possible, because of the inability of the Chargé d'Affaires of the United States to find a merchant in La Guayra with whom to make the proposed arrangement, the responsibility of the Government of Venezuela, in conformity with the Stipulations of the first article shall remain in full force.

ART. 4th It is further stipulated that the interest of five per cent per annum, which has to be paid upon said claims in the first fifteen days of the month of July next, by virtue of the Resolution of the Executive Power of the 20th of May 1851, shall be paid within that time to the Chargé d'Affaires of the United States.

In Witness whereof the undersigned have signed two of one tenor in Caracas on the first day of June one thousand eight hundred and fifty three.

I. NEVETT STEELE
*Chargé d'Affaires of the United States
to the Republic of Venezuela*

SIMON PLANAS

LIST OF THE SUMS DUE REFERRED TO IN THE AGREEMENT CONCLUDED BY
THE UNDERSIGNED ON THE 1ST. OF JUNE 1853

[TRANSLATION]

Creditors	Debtors	Amounts
Emily Renshaw Wolff.....	Felipe Macero.....	\$5, 794. 88
Emily Renshaw Wolff.....	Bueno & Betancourt.....	46, 248. 12
G. K. Circovich.....	José Antonio Avila.....	1, 368. 88
M. F. Dallett.....	José Antonio Avila.....	3, 427. 52
J. G. Jahn.....	Dolores Carballo.....	7, 174. 56
Howland & Aspinwall.....	Matias Castro.....	19, 016. 14
A. M. Seixas & Co.....	Antonio Daly.....	3, 706. 80
William J. Dubs & Co.....	Fernandez & Gutierrez.....	4, 174. 13
Wuppermann & Co.....	Tomas and Candelario Padron.....	4, 767. 98
H. O. L. Lange, as guardian of the minors Natalia and Maclovia Litchfield.....	José García Paez.....	558. 79
Emily Renshaw Wolff.....	Manuel Ojeda.....	3, 188. 98
Emily Renshaw Wolff.....	Tomas Trujillo.....	1, 753. 74
Emily Renshaw Wolff for an order of the National Bank on the General Treasury on account of moratoria (<i>esperas</i>) dated March 12, 1852.....		17, 000. 00
The three sums due last mentioned belong in part to Emily Renshaw Wolff and in part to her husband, Adolphus Wolff, subject of Prussia.		\$118, 180. 54

Done and signed by the undersigned at Caracas on the sixth of June one thousand eight hundred and fifty-three.

I. NEVETT STEELE, *Chargé d'Affaires*

SIMON PLANAS