

Lillian Guerra
Personal Research Documents
History 829
26 January 1998

Introduction: These documents were transcribed by me from a collection just processed in the Archivo Nacional de Cuba and made available for the first time in May of 1997. I was probably the first historian to look at them and am convinced that if their contents were known, these documents would probably have been removed from the Archive and "disappeared" as has been the way with countless other sources too inconvenient or complicating to official history to be interpreted by a wide audience. The reason that they are important is they originate from the secret files of the Partido Revolucionario Cubano [PRC], the organization which from New York, was responsible for orchestrating international and domestic support (especially among the Cuban emigré community) for the revolution for independence taking place in Cuba since 1895.

More precisely, these documents reveal that the PRC, apparently in consultation with the civil and military branches of the government of the Republic in Arms in the field, was going about securing independence anyway it could. Two factors are important to consider in interpreting these documents:

1) By 1897, when the contracts and reports below were drawn up, major revolutionary leaders like Antonio Maceo and José Martí were dead and the war had reached a stalemate. Previously, beginning in 1868, the Cubans had fought a similar struggle for independence involving many of the same leaders. After a couple of years, it had resulted in a stalemate that had lasted *ten years*. In 1895, when the principle ideologue of the second struggle, José Martí, had fomented support for the war, he promised that it would last only 2 years. Obviously, by 1897, the two years were up and the Cuban forces could not hold out indefinitely. More importantly, all indications were that Spain was ready and willing to fight as long as necessary to keep Cuba.

2) The president of the PRC, Tomás Estrada Palma, in making the contracts and filing the reports with the Council of Government in Cuba has always been depicted by post-1959 historians as a pure annexationist, nothing more. Because he became the first president of the Republic when the war and the First American Intervention ended in 1902, this argument is supported by these historians' interpretation of the period as one in which Estrada Palma actively promoted the dismantling of the sovereignty of his country. I disagree: I think these documents evidence that Estrada Palma and his cohort were not annexationist *per se* but espousers of a kind of nationalism that I call "imperialist nationalism"; that is, they envisioned independence for Cuba in a way intimately connected with the model of government and the people they most admired, those of the United States. I don't think they wanted to promote annexation, but rather, this vision of a nation under the guidance of the U.S. and they were above all, informed by a nationalism for which they had struggled (especially in the case of Estrada Palma) for over thirty years. One last note: Estrada Palma had spent many of those years between wars in Pleasant Valley, New York, where he had been a school teacher until the start of the war. The only redeeming quality historians have

seen in him as President of Cuba was that he has the distinction of never having robbed the Cuban treasury of a red cent during his tenure, making him the *only* president of Cuba who never did so.

Questions for discussion:

- 1) Do these documents really show what I think they do—evidence of an imperialist current of nationalism?
- 2) What were Estrada Palma's motives in relying on such unorthodox means for gaining independence? Do these documents tell us that he thought the Cubans were losing the war and this was the only way out?
- 3) Finally, how do Estrada Palma's actions help us to envision the nation he envisioned? Do we get a sense of the limitations that he saw that nation as having and how to maximize its advantages despite them?

Final Note: These transcriptions were made by me from texts printed in very tiny hand to preserve space. I think they were sent in this way so as to make them more transportable through enemy hands in the field. I have preserved their format. [Also note: I refer to Tomás Estrada Palma as TEP in the transcriptions.] **The docs are in chronological order but if you are short of time, read Documents 1 and 3 with greater care.**

Document 1:

Handwritten original agreement signed between TEP and John R. Dos Passos that ensures that the latter should work as a paid lobbyist on behalf of Cuban independence in Washington. Reads: “Memorandum of Agreement made this Eleventh Day of May 1897, between Tomas Estrada Palma, Delegate Plenipotentiary of the Republic of Cuba of the first part and John R. Dos Passos, of the City of New York, of the second part,/ First the party of the second part agrees to devote his time and energy, in Washington and elsewhere, with a view to ending the conflict of Cuba with Spain, on the basis of the recognition of the Cubans as an independent nation by the United States or Spain, or arrange with Spain on the basis of Independence, and with that view to associate with him such person or persons, as he in his judgement may deem essential to the advancement and success of this purpose. All measures however, to receive the sanction of the party of the first part. / And it is understood that the party of the second part will follow the suggestions of the party of the first part and change and alter his programme as circumstances [end p. 1] may require. / The party of the second part to pay all expenses incidental to the undertaking hereby assumed by him. The party of the second part will also devote his time and energy in endeavoring to procure an arrangement between the Spanish Government and the Cuban Republic by which the recognition of the latter by the former as an Independent nation will be acknowledged and the evacuation of the Island of Cuba by the Spanish forces will be accomplished. All measures and steps taken in this direction to be under the immediate supervision of the party of the first part. / Second. In case the recognition of the Independence of the Cuban Republic either by the United States or by Spain

is obtained, the party of the second part is to be the **sum of one million dollars** in bonds of the Republic of Cuba taken at their par value, said sum to be in full for all services hereafter rendered. [end p. 1 front and back] / Third. The party of the second part is hereby given the privilege or option of buying **five million dollars of the bonds** of the Cuban Republic for which the party of the first part shall receive not less than five hundred thousand dollars in cash. In case recognition of Independence is obtained, the option to sell these five millions of bonds shall cease, determine and lapse. And when said sum of five hundred thousand dollars is delivered to the party of the first part, the party of the second part is to receive in addition to the five millions in bonds, the further sum of one million dollars par value of bonds which shall be in payment of the services rendered and to be rendered until recognition of Cuba's independence. / It is expressly understood that the one million dollars of bonds is only to be delivered to the party of the second part on the payment of the five hundred thousand dollars to the party of the first part or in case the [end p. 2 front] acknowledgement of Cuba's independence is obtained. / The party of the second part hereby pledges his credit and good faith to faithfully represent the interests and objects of the party of the first party and of the Cuban Republic until the recognition of Cuba as an Independent nation shall have been obtained and that he will at all times use all legitimate means to accomplish the objects of this agreement, which is to terminate within six month[s] of the date hereof. / In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written / John R. Dos Passos (seal) / Tomas Estrada Palma (seal) / Witness / J. D. Castillo / José Zayas / B. J. Guerra." [end back of page 2]

Document 2:

Letter handwritten on stationery with the seal of the "Delegación de la República de Cuba" dated "New York, June 5th, 1897" at top written "Copy" and "redactada por J. Zayas, según carta del Delegado, referente al contrato."
Reads: "Samuel L. Janney Esq. / 6 Wall St. / New York./ Dear Sir:-- (π) Subject to á reference to the Government of the Republic of Cuba for confirmation, I approve of your proposal [sic] to adjust the differences between Spain and Cuba upon the basis of the purchase by Cuba of Spain's sovereignty in the Island. (π) I am willing to pay One Hundred and Fifty Million Dollars in four per cent Bonds of the Republic of Cuba, to be applied to such indemnity and expenses incident thereto, provided the transaction is consummated inside of three month[s] from date, such negotiations and transactions to be made through your agency. (π) It must be understood that my [end p.1] Government will not be willing to pay such á sum after the time limited, as every day that passes increases the ruin of the Island & lessens the value of Spain's sovereignty. (π) To continue the binding force of this letter during the three months above mentioned, I must have from you within one month from this date satisfactory proof that your are acting for responsible parties connected with the Government of Spain. (π) It being understood that this proposal will not be binding if more advantageous terms, through other channels, are offered for the settlement of

the war in Cuba and are accepted by my Government or by myself. / Yours truly, / (signed) [in text] T. Estrada Palma.” (end p.2) At top reads “Copy.”

Document 3:

Handwritten report (probably to the Council of Government, a body operating in the liberated zones of Cuba) on stationery with the seal of the “Delegación de la República de Cuba”, dated at the end as New York, 15 October 1897 and signed by TEP. Appears to be the hand of TEP. Reads:

“Contratos celebrado el 5 de Agosto de 1897, entre el Delegado y Mr. Samuel M. Janney. (π) Las bases de este convenio se me propusieron, ya ordenadas en forma de contrato, el 12 de Mayo, y aunque yo me negué á firmarlo entónces, acepté en principio aquellas bases, y consideré á la vez prudente aprovechar la influencia de las personas que aparecian interesadas en la realizacion del pensamiento, y con quienes yo habia celebrado entrevistas. (π) En Junio escribí á Mr. Janney, á petición de este, una carta de que acompaño copia. [see 420-1 above] En Julio prorrogué el plazo de un mes, consignado en la carta aludida. En Agosto, las entrevistas que habia tenido con el Coronel McCook, y los trabajos de este en [end p. 1] Washington en la Secretaria de Estado, y aun cerca del Presidente, me demostraban que el asunto habia tomado un carácter demasiado serio, y que no era posible aplazar por mas tiempo una determinacion formal. Se aproximaba la salida de Mr. Woodford para Europa, como Embajador cerca del Gobierno de España; sabia yo que Mr. McCook habia celebrado íntima conferencia con él y se hacía necesario que pudiera McCook presentar en lo sucesivo, para continuar sus trabajos, un documento suscrito por mi y que llenase todas las formalidades de un contrato. En esta virtud, hice, en union de Mr. Horace T. [or S?] Rubens, un estudio detenido del proyecto primitivo, y formulamos otro modificando las cláusulas [end p. 2] las del primero y agregando las que consideramos convenientes; resultando de dicho trabajo, con alguna bien rara alteracion sugerida por la otra parte interesada, el contrato de que remito copia. (π) Debo advertir, que el Sr. José Zayas fué, al principio intermediario entre Mr. Janney y yo; que estuvo de acuerdo conmigo en que no debia apresurarme á firmar el primer contrato, y que fué él quien redactó la carta de Junio 5, que convinimos escribir á Mr. Janney, á fin de alentar á los que detras de él temian el asunto á cargo. (π) Explicaré ahora las razones que he tenido por aceptar los términos fundamentales del contrato. [end p. 3] (π) Desde que la guerra tomó incremento y demostró tener vida bastante para sostener por largo tiempo, he sido de opinion que los españoles no podian vencernos por la fuerza de las armas; pero tambien, que careciendo los cubanos de medios pecuniarios suficientes para proveerse de armas y municiones en abundancia, no tenian tampoco grandes esperanzas de arrojar de Cuba á los españoles. Consideré, por tanto, que si los Estados Unidos no nos prestaban resueltamente su ayuda, la guerra podría degenerar en un mal crónico, con grave riesgo para nosotros, por el cansancio, por la influencia de los contrarrevolucionarios y por el agotamiento de los recursos. Traté, por lo mismo, de que se supiera que los cubanos jamas depondrian las ar— [end p. 4] por arreglo alguno que no se fundara en la absoluta emancipación de la Islay; pero que estarían dispuestos á indemnizar á España

con una suma razonable de millones de pesos, si reconocia su independencia. Procuré llevar al ánimo de Senadores, Diputados y Miembros del Ejecutivo estas ideas, al mismo tiempo que trabaja en Washington porque el Congreso nos reconociera como beligerantes. (π) Es indudable que tenemos muy buenos amigos en el Cuerpo Legislativo y qué, así como pasó por una gran mayoría en el Senado, la resolución reconociendo la beligerancia de los cubanos, habría pasado de igual manera en la Cámara, si el Presidente McKinley no hubiera sido opuesto á la medida. “Este [end p. 5] caso, y los que ocurrieron del mismo género durante la administracion Cleveland, me llegaron á convencer que nuestros esfuerzos debian dirigirse, principalmente, á obtener del Poder Ejecutivo el apoyo que necesita nuestra causa. Prueba de esos trabajos en esa esfera, son los contratos que celebré con Selden Fish, Dos Passos y Janney. Según el primero, debia yo depositar Veinte millones en bonos, cuya impresion pagaria la otra parte contratante. Por estos bonos se me darian dos millones de pesos oro, en las plazas siguientes: Doscientos mil pesos quince dias despues de verificado el depósito de los bonos, ciento cincuenta mil cuando hubieran trascurrido cuarenta dias, y el resto, en cantidades de Cien mil pesos, lo ménos, ántes [end p. 6] tes del primero de Febrero de 1898. Si el Gobierno de los Estados Unidos reconocia la Independencia o la Beligerancia de Cuba, ántes de dicha fecha, debia entregar, dentro de treinta dias despues, el total restante de los dos millones de pesos, importe de los bonos. De las personas interesadas en la realizacion del contrato, unas parecian estar unidas por lazos de íntima amistad con C., y esperaban de él un informe favorable, otras se hallaban bastante cerca del P., y tenian ocasion de servir nuestra causa con eficaz resultado. Estas consideraciones politicas me movieron mas que la cuestion económica á aceptar la transaccion. No tuve nunca fé en que dentro de los plazos fijados se aprontasen las sumas ofrecidas, pues te [end p. 7] mia, y sigo temiendo la conviccion de que mientras los capitalistas americanos ó ingleses, no tengan perfecta seguridad de que va Cuba á conseguir su independencia, ninguno estará dispuesto á arriesgar su dinero en lo que naturalmente consideran una aventura. Extendí dos veces el plazo, de diez dias fijados, para que Mr. Fish adelantase la suma necesaria para la impresion de los bonos; era prudente proceder con discreción, á fin de no ocasionar una ruptura fuera de tiempo. Al cabo, se declaró nulo el contrato, por falta de cumplimiento de ese compromiso, pues Mr. Fish no pudo entregar la expresada suma. La transaccion con Mr. John Dos Passos, abogado rico de New York, con buenas relaciones en los círculos mercan [end p. 8] tiles, tuvo para mi por principal objeto, como en el caso de Mr. Fish, estimular el interés personal de individuos que se hallan en posición de influir muy cerca del Presidente, en pró de la Independencia, como única solucion posible en la cuestion cubana. Por medio de Dos Passos tuve entrevistas con el hermano de Mr McKinley, y me puse al habla, indirectamente, con Mr. C., la noche antes de salir este de Washington para la Habana. Mando copia del contrato de Dos Passos, cuyo término se vence el once de Noviembre. Por ella se verá que se le prometió un millon de pesos en bonos, si conseguia colocar cinco millones por quinientos mil pesos. Apesar de esta prima, y de hallarse en Londres desde principios de [end p. 9] Setiembre [sic], no ha podido conseguir siquiera cien mil pesos, que el creyó poderme entregar en todo el mes de Agosto, y esto viene á confirmar lo que he

dicho antes; ó sea, que no debemos esperar hacer empréstito alguno, mientras el gobierno de los Estados Unidos no nos reconozca como beligerantes, al ménos. (π) La experiencia de estos contratos y de las otras varias proposiciones que se han ido convirtiendo en letra muera á medida que ha llegado el momento de realizarlas; la falta absoluta de ingresos por contribuciones sobre la propiedad, la disminuci3n r3pida de las contribuciones voluntarias, el temor de que, no pudiéndose por escasez de recursos pecuniarios, continuar auxiliando [end p. 10] do el Ejercito Libertador con elementos de guerra, las fuerzas que operan en Pinar del Rio, Habana, Matanzas, y aun en parte de Las Villas, encuentren imposible sostenerse en dichas provincias y corran el riesgo de desmoralizarse; mi natural deseo de que se economice la sangre preciosa de nuestros hermanos en el campo de la lucha, y de que se salude final destrucci3n [de] la riqueza territorial de la Isla; todas estas razones unidas me alentaron á contraer el compromiso, formalizado en contrato, que elevo á la consideraci3n del Gobierno de la Republica. El Sub-Delegado Dr. Joaquin Castillo, que ha seguido paso á paso el curso de este convenio, dar3 todas las explicaciones que se le pidan y cuantos informes puedan contribuir á la mejor inteligen— [end p. 11] del asunto. (π) Observaciones. / \$150.000.000— = No conozco los planes interiores de Mr. Janney y sus asociados, pero es de suponer, que ellos cuentan con pagar á España \$100.000.000— =, mas o ménos, de contado, y destinar los \$50.000.000 á ganarse la cooperaci3n de altos funcionarios en Madrid y en Washington de banqueros en Francia etc., y esperan repartir entre sí unos cuantos millones. Como quiera que sea, no considero exagerada la suma estipulada, si en efecto se realiza, en virtud de ella, el fin que nos proponemos conseguir. (π) Téngase en cuenta que, si España en convenio directo con nosotros aceptara una indemnizaci3n de cien millones [end p. 12] no mas seria posible colocar nuestros bonos, para contratar un empréstito, á tipo mayor del 50%; lo cual equivaldria de doscientos millones. Considérese, adem3s, el moderado interes del 4%, la opci3n de no comenzar á satisfacer los intereses hasta 1903, y la de amortizar toda la deuda antes de los cincuenta años fijados con ese fin. Considérese, tambien, por otra parte, los beneficios que puede traer á la buena administraci3n de nuestras aduanas, la inspecci3n que se concede al Gobierno Americano, como garantía del pago de intereses á los tenedores de nuestros bonos. Esa inspecci3n que no cercena en lo más mínimo la soberanía de la Republica Cubana, servirá de saludable respeto á los funcionarios [end p. 13] de Hacienda, estableciéndose desde los albares de nuestra Republica, la moralidad en ese departamento, que tanto necesita de la honradez de sus empleados. / New York, 15 Oct 1897 / T. Estrada Palma. [to left of signature is the seal of the Delegado Plenipotenciario de la Republica de Cuba in fuschia ink.]”

Document 4: [skim only]

Original contract signed and sealed by Janney and TEP discussed above. Appended to contract is a note stating that by mutual agreement the date (1 Oct 1897) stated in the 3rd article and the 3rd page of above agreement is extended and chaged to the 1st Nov. 1897; signed 16 Sept 1897 by “Tomás Estrada Palma” and “Samuel M. Janney”. Contract reads (typed in English on plain legal size paper):

“AGREEMENT made this fifth day of August, A.D. 1897, between SENOR DON TOMAS ESTRADA PALMA, Minister Plenipotentiary and Delegate of the Government of the Republic of Cuba, acting for and on behalf of the said Republic, but subject to the approval of the Constitutional Assembly of said Republic to convene in the month of September 1897, party of the first part, and SAMUEL M. JANNEY, banker of 6 Wall Street in the City of New York, party of the second part. / (π) WITNESSETH, In consideration of the promises and of one dollar by each of the parties to the other in hand paid the receipt whereof is hereby acknowledged, and of the covenants and agreements herein respectively undertaken and assumed by the parties hereto, it is agreed as follows: (π) The purpose of this agreement is to carry into effect the plan for the purchase of the Island of Cuba from Spain as heretofore proposed by the party of the second part and to conduct further negotiations relative thereto, through the said Janney and his associates, so as to accomplish such purpose upon the terms and conditions following: (π) FIRST:— Independence from Spanish rule and freedom for Cuba must be obtained and the Spanish troops must evacuate the Island. / (□) SECOND:— The Republic of Cuba must succeed to the possession of all the forts, castles, fortifications and defences and their contents held by the forces of Spain in the Island of Cuba and to all other fixed property, both real and personal, on the Island of Cuba heretofore belonging to the Spanish Government, but it is understood that this does not include the arms and [end p.1] munitions of war carried by the moving forces of Spain upon the Island, and all Cubans imprisoned or charged with military or political offences shall be liberated from the Spanish prisons. / (π) THIRD: —For and in consideration of the accomplishment of the above mentioned objects, to furnish an indemnity to Spain and to provide for counsel fees, legal expenses, bankers and merchants commissions, cash disbursements and for the compensation of the said party of the second part and his associates in and about this business, the Republic of Cuba, by its fully authorized representative, the party of the first part, hereby agrees and is bound to pay over to the said party of the second part the sum of One Hundred and Fifty Million dollars in its four, per cent gold bonds, as follows:— (π) As soon as the Government of the United States consents to act as Trustees, or to otherwise receive and disburse the Custom duties as contemplated herein, and it is proven to the satisfaction of the party of the first part that the United States has signified its intention of so doing to the Spanish Government, and that the United States has further called upon Spain to terminate the war in Cuba on the basis of absolute independence of the Cuban Republic such proof to be by a document signed by a proper officer of the United States and addressed to a person of repute, as well as by an informal verbal communication by such officer to the party of the first part, a certificate representing the **One Hundred and Fifty Million dollars of bonds** of the Republic of Cuba shall be forthwith deposited with the Mercantile Trust Company of No. 120 Broadway, in the City of New York, in escrow, subject to the terms, and conditions of this agreement, said certificate to be returned [end p. 2] to the party of the first part if this agreement be not ratified by the Constitutional Assembly of Cuba or if Cuba is not evacuated by the Spanish Government. It is expressly understood and agreed that all negotiations shall cease and this agreement be null and void if the proof of acceptance by the United States of the Trust, above provided for, as

well as the declarations to the Spanish Government above specified, is not furnished to the party of the first part before the first of October 1897. (π) Upon receipt by the said Mercantile Trust Company of New York of documentary evidence, accepted as satisfactory by the parties hereto, that the Government of Spain has agreed to evacuate the Island of Cuba and surrender possession thereof and to accept as indemnity therefor, a portion of the bonds herein provided for, co-incident therewith, the Mercantile Trust Company shall be and hereby is authorized to accept an order from the said Janney, party of the second part hereto, in favor of the Government of Spain or to its order, for the amount of said bonds, agreed by the Government of Spain to be accepted as such indemnity but it is understood and agreed that the delivery of said indemnity bonds by the Mercantile Trust Company to the Spanish Government, or to its order, shall be withheld by said Trust Company until the receipt by it of documentary evidence satisfactory to the parties hereto that such evacuation by the troops of Spain has been completed, and that the Republic of Cuba is in undisturbed possession of the entire Island, so far as Spain is concerned, and recognized as an independent nation by the Government of the United States, and thereupon said indemnity bonds shall be (forh) forthwith delivered by the Mercantile Trust Company to the Government of Spain or its order, such delivery to be made in the City of New York. It is understood and agreed that [end p. 3] the Mercantile Trust Company is authorized from time to time, as they may be presented, to accept the written orders of the said Janney for the delivery of bonds held in escrow hereunder, such written orders to be accepted in the order of their presentation to the Trust Company, but the delivery of bonds thereunder to be made only as herein provided, it being understood that the first order to be so accepted shall be the one in favor of the Spanish Government for the amount of said bonds agreed upon by the representatives of Spain and said Janney as the indemnity to Spain. Upon the delivery of said indemnity bonds to the Government of Spain, or its order, the said Mercantile Trust Company shall forthwith honor all other orders upon it for bond signed by the said Janney, accepted or unaccepted by the said Trust Company until, in the aggregate, including the said indemnity bonds delivered to the Government of Spain, the full amount of One Hundred and Fifty Million Dollars of such bonds have been delivered by said Trust Company. (π) It is distinctly understood and agreed that neither the party of the second part, nor the said Trust Company, shall be called upon by anyone, whether a party to this agreement or not, to account for the delivery or disposition made of any or all of said bonds when delivered upon the written order of the said Janney, and upon the delivery by said Trust Company of all of said One Hundred and Fifty Million Dollars of bonds, in compliance herewith, the party of the second part and the said Trust Company shall each be entitled to receive a general release from the party of the first part and from the Republic of Cuba and a full discharge from all further obligations hereunder. [end p. 4] / (π) FOURTH: John T. McCook, Esq., Counsellor at law, of the City of New York, is hereby designated and authorized by the party of the first part, on behalf of the Republic of Cuba to request and arrange for the Government of the United States to act for the first and future holders of said bonds, in the receipt of and disbursement of one-half of all of the Customs House duties which may be hereafter payable to the Republic of Cuba, until sufficient funds to pay the cost of the

collection of such duties and to pay in full the interest and principal of all of said bonds shall be so received by the United States or by its officers or agents appointed by it for that purpose, such officers to have at all times full inspection of all books of account and of the form and method of collection of duties. The Republic of Cuba is to pay over one-half of the monthly Custom House receipts received by the Republic of Cuba to the Treasury of the United States in trust for the purposes herein stated, within fifteen days after the expiration of each month, with an exact copy of the accounts showing returns from all custom houses of the Island. A duplicate of these accounts is to be furnished to the commission or officers above specified, who shall be afforded all facilities for proving them. Said officers are to be responsible parties acceptable to the Government of Cuba and the expenses incident to the performance of their duties, including their salaries, clerk hire and travelling expenses shall not exceed the sum of Twenty Five thousand dollars annually. / (π) FIFTH:— The principal and the semi-annual interest of said bonds shall be payable in gold coin of the United States of America at the present standard of weight [end p. 5] and fineness, or in gold coin of the Republic of Cuba, provided such coin is equal in weight, fines and value to the gold coin of the United States of America, as established at the date of this agreement. Said bonds shall be payable fifty years from the date thereof, subject to prior redemption and payment under the operation of the plan for the amortization of said bonds hereto annexed, together with the form of said bond, which shall contain a provision whereby it is agreed that the whole or any part of said bond issue may be redeemed on any semi-annual interest day on six months previous notice on payment of the par value thereof and accrued interest thereon. / (π) SIXTH:— The Cuban Republic hereby agrees that during the life of any part of this issue of bonds it will impose such custom duties as may be necessary to insure the punctual payment on January 1st. 1903, of all interest then accrued and the punctual payment of all interest as it may thereafter accrue and become payable on any portion of said One Hundred and Fifty Million Dollars of bonds remaining unpaid at any semi-annual interest day. It shall not be deemed a default on the part of the Republic of Cuba if the interest upon said bonds, or any part thereof, falling due semi-annually prior to January 1st. 1903, is not punctually paid on the several dates of their respective maturity. But all times, all matured interest shall be fully paid before any funds are applied to the amortization of the principal of said bonds. / (π) SEVENTH:— As the Constitution of the Republic of Cuba requires that contracts affecting the peace of the Island shall be referred to the Constitutional Assembly and approved by it before becoming effective, the party of the [end p. 6] first part agrees to refer this agreement to the Constitutional Assembly of the Republic to be convened in September 1897, for its approval at that or subsequent sessions of said Assembly. / (π) EIGHTH:— The interest upon the bonds to be issued hereunder shall begin to run from the date of delivery of the order on the Mercantil Trust Company in favor of the Government of Spain or to its order for the indemnity bonds as provided in Article Third of this agreement. / (π) NINTH:— The party of the second part reserves to himself the right to name the denominations of the bonds to be issued hereunder and to prescribe the kind of paper, engraving and colors to be used and also the language in which said bonds shall be printed, and the expense of engraving said bonds shall be paid by the party

of the second part, it being distinctly agreed that the party of the first part shall promptly execute the same and deliver them to the Mercantil Trust Company of New York in substitution for the certificate representing them whenever said party of the first part is requested by the party of the second part so to do. The plates used shall be afterwards destroyed in the presence of the party of the first part. (π) IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written. (π) Tomas Estrada Palma. [seal] / Samuel M. Janney [seal].” (p. 7)

Attached to original contract above is another document titled “SCHEME FOR AMORTIZATION / of \$150,000,000. 4% gold bonds of the Republic of Cuba, authorized by the Constitutional Assembly of the Republic [blank space] 1897.”