

CLAIMS FOR HORSES, &c. LOST IN FLORIDA.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*The information required by the resolution of the House of Representatives of the 22d December last, respecting claims presented to the department for horses, &c. lost in the several campaigns in Florida, against the Seminole Indians, &c.*

MARCH 3, 1841.

Read, and laid upon the table.

WAR DEPARTMENT, *February 18, 1841.*

SIR: I have the honor to transmit, herewith, a report of the Third Auditor, in reply to the resolution of the House of Representatives, dated the 22d December last, calling upon the Secretary of War for a statement of the number of claims presented to the department, for horses, &c. lost in the several campaigns in Florida against the Seminole Indians; how many have been allowed and paid, and the reasons why the others have not been paid. And, also, similar information in relation to claims growing out of the Black Hawk war.

Very respectfully, your most obedient servant,

J. R. POINSETT.

Hon. R. M. T. HUNTER,

*Speaker of the House of Representatives.*

TREASURY DEPARTMENT,  
*Third Auditor's Office, February 13, 1841.*

SIR: I have the honor to return, herewith, the resolution passed by the House of Representatives, and by you referred to me for a report. By this resolution, the Secretary of War is requested to communicate to the House the number of claims which have been presented to the War Department for horses, &c. lost in the several campaigns in Florida against the Seminole Indians, how many have been allowed and paid, and the reasons why the others have not been paid. And the resolution further requires that similar information be laid before the House, or the same information, in relation to claims growing out of the Black Hawk war.

On the 1st March, 1836, a report was made by me, in pursuance of a resolution of the House of Representatives, adopted on the 13th of the preceding month, calling for a statement showing the number of claims for horses and other property lost in 1831-'32 on the frontiers of Illinois and Michigan; that had been presented for allowance under certain acts therein referred to, passed on the 19th February, 1833, and the 30th June, 1834, (being those which made provision for the payment of claims growing out of the Black Hawk war,) the number that had been allowed, and the number that had been rejected or suspended, and the reasons for such rejection or suspension. To that report, which was printed, and forms part of Doc. No. 135, H. R. 1st session 24th Congress, I respectfully refer. It represents the entire number of claims presented at about six hundred and seventy-five, and the number on which allowances had been made at eighty; and it explains, generally, the reasons which had precluded allowances on the residue. During the interval between the date of that report, and the passage, on the 18th January, 1837, of the law now in force, and by which the aforesaid acts of the 19th February, 1833, and the 30th June, 1834, were repealed, awards are found to have been made on fifty-three more of the claims provided for by the two latter acts. The law of the 18th January, 1837, is not, as were the laws it repealed, limited to losses during the Black Hawk war; but applies to all others such as it provides for, which had been sustained since the 18th June, 1812, or might be sustained while it remained in force. And all claims preferred under it, whether originating in the late war with Great Britain, the Black Hawk war, the disturbances in Alabama and Georgia; the calls of volunteers into service on the Arkansas frontier, or the several campaigns in Florida; as well as all claims presented under the amendatory act of the 14th October, 1837; the provision for the benefit of the Missouri volunteers, contained in the 4th section of an act approved 3d March, 1839, making appropriations for the support of the army for the year 1839; and the enactment for the benefit of the Tennessee and other volunteers, contained in another act then approved, making appropriations for preventing and suppressing Indian hostilities for the year 1839,—have been registered as received, in the same book. All the awards, too, which have been made on such claims, have been entered in like manner, in another book; and the letters as to the whole, wherein, so far as the cases have undergone examination, the reasons called for by the resolution appear, have been recorded as written in a series of volumes appropriated to this branch of the business of the office. The entire number of claims of all descriptions, placed on the aforesaid register since the passage of the law of January, 1837, exceeds 3,800; and the number thereof whereon awards have been made is about 1,660. How many of such claims either grew out of the Black Hawk war, or relate to horses, &c. lost in the several campaigns in Florida; on what number of either class awards have been made; and how others of these classes, respectively, have been acted on; cannot be designated without an investigation in detail, and the preparation of discriminative statements, requiring much time, and consequent delay in responding to the present call. So far as regards the Black Hawk war, it is believed that but few, if any, additional claims have been preferred. Renewed applications as to many of those presented under the aforesaid laws of the 19th February, 1833, and the 30th June, 1834, have been received; and where, by the original proofs, or other evidence since adduced, the cases have been brought within the provisions of the law of the 18th

January, 1837, and the rules prescribed under it, awards have been made thereon; and where the cases have not been thus established, the reasons preventing allowances on them have been explained in letters to the applicants. Such applications have generally been acted on, either promptly or with but little delay, as the claims did not, like by far the greater portion of those for losses in the Florida campaigns, call for the consumption of much time in searches for information by which to judge of their merits; an examination of the proofs, and a resort to other papers of ready access, being, in most instances, all that was needed. My aforesaid report of the 1st March, 1836, (and which evinces that claims of several classes therein noticed were deemed to be unprovided for by the laws then in force, is shown to have been, on its reception, referred to the Committee of Claims of the House of Representatives; and, by a resolution of the House, adopted on the 11th April, 1836, the same committee appears to have been instructed "to inquire into the justice of compensating Major Mark A. Cooper for the loss of a horse at Picolata, Florida, whilst he was engaged in mustering his battalion into the service of the United States;" and also to "inquire into the expediency of authorizing the Paymaster General to pay for all horses that are lost or die in the service of the country, as well as those that are killed in battle, or die of wounds received in battle." On these subjects the committee, on the 2d July following, (see Rep. No. 843, 1st session 24th Congress,) thus reported: "The Committee of Claims, having under consideration various claims, by order of the House of Representatives, for horses lost in the military service of the United States, during the Black Hawk war, and the present hostilities with the Indians, report: That, in the opinion of the committee, provision should be made by a general law for the adjudication of this class of claims. Special legislation is too tardy to provide for the claims that *should* be allowed, and, from the multifarious business to which its attention is indispensably drawn, not sufficiently *discriminating* to detect those claims that *ought not* to be allowed. The act of 9th April, 1815, [1816,] designed to provide for such losses in horses, &c., as arose from the fault of the United States. It was found, in prosecuting the wars against the Indians in 1832, that horses frequently were so much reduced for the want of forage as to be an incumbrance on the march, and were abandoned by the order of the officer. The act of June 30, 1834, embraced such cases. In the execution of the act last mentioned, the following cases were not embraced within it: 1st. Where horses on the frontier, entirely remote from the means of obtaining forage, were, by the order of the officer in immediate command, turned out to graze in the woods, prairies, or commons, and when so at large were lost. 2d. Where horses were wounded in battle, and were abandoned by order of the officer. In this case, relief could not be obtained, because there was not proof that the horses actually died; yet the owners lost their horses in consequence of being wounded in battle, and, if they had been killed, or if the owners, by staying and witnessing the lingering effect of the wound until death had ensued, and had obtained evidence that the wound had resulted in death, they would have been remunerated for such horses. In the opinion of the committee, these cases should be provided for, as coming strictly within the policy of preceding acts, and within their spirit. The committee herewith present a bill, embracing the provisions of the former acts, and the cases mentioned above, so far as those acts relate to the loss of horses, and the destruction of vehicles of conveyance. The

committee propose, by the bill, to refer the claims to the Third Auditor for adjudication, under rules to be presented [prescribed] by the Secretary of War under the direction or assent of the President of the United States." Two days after this report was made, Congress appears to have adjourned without acting on the bill which accompanied it; but early in the next succeeding session, that bill, after undergoing slight amendments, became the existing law of the 18th January, 1837. By the fourth section thereof, it is enacted "That the claims provided for under this act shall be adjusted by the Third Auditor, under such rules as shall be prescribed by the Secretary of War, under the direction or with the assent of the President of the United States, as well in regard to the receipt of applications of claimants, as the species and degree of evidence, and the manner in which such evidence shall be taken and authenticated; which rules shall be such as, in the opinion of the President, shall be best calculated to obtain the object of this act, paying a due regard as well to the claims of individual justice as to the interests of the United States; which rules and regulations shall be published for four weeks in such newspapers in which the laws of the United States are published, as the Secretary of War shall direct." Of the rules which were prescribed and published agreeably thereto, a printed copy is herewith furnished. The provisions of the law appear therein; and although these are, in certain respects, as indicated in the report of the committee, more comprehensive than any contained in previous laws, yet the same confer no authority for awarding payment in a variety of cases such as are adverted to in my aforesaid report of the 1st March, 1836: and hence numerous claims, growing out of the Black Hawk war, have had to remain unpaid.

The claims for the loss of horses, &c., in the several campaigns in Florida, constitute by far the greater portion of the number presented since the passage of the law of the 18th January, 1837. And as to the most of them, it may be proper to premise, that this law is believed to be the first enacted making provision for losses of horses, &c., by mounted volunteers, in anticipation of such losses. Volunteers and their officers were thereby, and by the rules published in pursuance thereof, apprized, beforehand, not only in what ways losses might occur so as to obtain remuneration, but also what kind of evidence would have to be adduced for the purpose of establishing claims for them. Those rules were prepared chiefly from others which had been prescribed under laws retrospective only in their operation; and the probability not having been foreseen, when framing them, that the officers whose evidence is thereby required to establish the claims might become interested therein, no precaution was taken as to any such cases. Circumstances, however, in a variety of instances in which testifying officers have filed the claims of volunteers of their commands, have led to the belief that those officers, if not by purchase or otherwise the claimants in fact, are, nevertheless, materially interested in the claims. Sundry of these officers have presented the claims of nearly all the volunteers of their respective companies, with depositions of such officers in support thereof, and powers of attorney to them from the respective claimants; and not unfrequently, in cases in which the volunteers have died, the officers have taken out letters of administration. As to one company, a mortgage from between sixty and seventy members of it has been filed, dated a short time before they were mustered into the United States' service; by which it appears that the captain and first lieutenant became jointly bound with each

of them as security for the purchase-money of the horse he was to use in the approaching campaign; and that, to save those officers harmless, each conveyed to them all his right, title, and interest in and to his said horse, on condition to be void as to every one who should pay his note when it became due. Of the payment of the notes, or any of them, by either the mortgagers or mortgagees, there is no proof. The mortgage was transmitted to me by the captain, whose depositions are adduced as evidence of the losses sustained by parties to it. Depositions of officers to establish claims wherein they have an interest, by purchase or otherwise, or on the payment of which they have to rely for indemnification against liabilities incurred by them, are not considered to afford such safe evidence as "a due regard to the interests of the United States" would call for. In another respect, too, the rules are deemed to have failed in procuring competent evidence—namely, as to the value of the horses, &c.; in proof of which, they require the production of the original valuation lists. So far as such lists relating to horses, &c., taken into service by volunteers since the rules were published, have been received, the same do not, in a single instance, it is believed, evince the valuations to have been made by duly sworn impartial appraisers, but by officers or other members of the companies, &c., wherein the volunteers served, and who are not proved either to have acted under oath, and appraised the property at its fair and just value; or to have been well qualified to judge thereof. That the horses in the general have been greatly overvalued, and, in numerous instances, enormously so, is deemed to be beyond doubt. And hence, instead of any motive for their preservation till the expiration of service, and return home thereafter, the volunteers had strong inducements for losing them, whenever circumstances might give rise to plausible pretexts under any of the provisions of the law for so doing; and there is conceived to be good reason for the suspicion that these inducements have had extensive influence. The losses in a large majority of the cases are ascribed, in the proofs, wholly or partially to the non-supply of sufficient forage; and as immense quantities were known to have been provided by the United States for the horses of the troops in service in Florida, it became highly important, before acting on the claims, (more especially those of volunteers of the Tennessee battalion, commanded by Major Lauderdale; of the Georgia brigade, commanded by General Nelson; and of the Alabama regiment, commanded by Colonel Snodgrass,) that the accounts and vouchers of the various officers of the quartermaster department on duty with the troops, should be thoroughly searched; and that all the information discovered therein, as to the forage issued from time to time, for the horses of the respective commands, should be extracted and exhibited in suitable statements, to serve as tests on the examination of the claims whereby to judge of their merits. For explanations as to the extent of the labor in searching for and collecting the materials for such statements, and as to the circumstances under which the work has to be prosecuted, I respectfully refer to former reports on this subject, which were printed, and may be seen in Doc. No. 179, H. R., 3d session 25th Congress, and Doc. No. 146, H. R., 1st session 26th Congress. A devotion of much time and care was needed, after the completion of the searches and extracts, for separating and collecting from so large a mass the information contained therein, as to every subordinate or other command, so as to exhibit the same in the most available form for ready reference, as each claim should be taken up for investigation; and it is found that, not-

withstanding all that have been (and, so far as regards the Georgia and Alabama volunteers, remain to be) bestowed thereon, the statements, though serviceable in a high degree, will often prove too imperfect to answer the purpose for which they were wanted, owing to the failure of various officers who received forage in bulk, to render accounts and vouchers for the issue thereof to the troops; and that the same will also frequently prove unsusceptible of any certain application to particular cases, in the absence of explanatory testimony, by reason of the requisitions for the forage having been issued by field or other officers, for large numbers of horses collectively, without specifying the companies to which they belonged; or by the issuing of the requisitions where companies were divided, and on duty at different places, by the captain as to one portion, and by a lieutenant as to the other; and regarding which there are no means for ascertaining the names of the volunteers each officer had under his command, nor any designation in the testimony of the place of loss.

In consequence of the resolution adopted by the House of Representatives at the last session of Congress, having reference to the claims of the Tennessee volunteers of Major Lauderdale's battalion, (your response to which appears to have been printed in the House document No. 184 of that session,) and of instructions received from you after the close of the session, a precedence was allowed to those claims; and the exertions of the examining clerk were directed, first, to the formation of the forage statement as concerns them, and other preliminary measures; and then to the taking up the same in regular course, and proceeding in the examinations thereof as rapidly as he could under existing circumstances—liable, as he continually is, to interruptions caused by the numerous applications from time to time reaching the office, relative to this branch of its duties, and which he necessarily has to attend to, and to prepare the replies. Exclusive of numerous claims for horses and equipage turned over to the Government by volunteers of Major Lauderdale's battalion, (and which have been fully adjusted, save in some instances awaiting applications, and others in which the cases are not duly sustained,) four of the captains of that battalion presented nearly two hundred claims for horses and equipage, described as having in various ways been lost while in service.

Soon after the passage of the law of the 3d March, 1839, containing the enactment before referred to, for the benefit of the Tennessee and other volunteers, a private letter was addressed to the honorable Secretary of the Treasury, and was by him referred to you, and by you to this office; wherein the writer, in addition to other information, in substance represented—that, at the time the battalion entered the service, several persons employed as drivers of teams, about to proceed with it to Florida, were allowed to be mustered into service as privates of one of the companies, and to have horses out of those teams, with equipage thereon, belonging to certain of the volunteers, valued into service, as their own; and that the horses were then returned to the teams, the equipage to the owners thereof, and the men to their places as drivers. As the letter, besides explaining circumstances, named the men, it served as a guide to searches in the rolls and other papers in the office, wherein information was met with, corroborating that imparted in the letter, and leaving no doubt as to the general accuracy thereof. The men were found to have been paid as privates of the company, during the whole time it was in service; and claims in their names, either for losses, or animals turned over to the Government, were on file. The writer had no

personal knowledge of the facts, but derived the information from a volunteer who had, and from whom, at my instance, he obtained and forwarded a statement on the subject, and suggested his being ordered on here to give evidence on the claims, severally—observing that there were a great many frauds that would not be detected. The existing law contains no authority under which I could have required his attendance here for that purpose; nor does it invest me with any power to take evidence in special cases, either where that adduced may be objectionable, by reason of its not being disinterested, or where there may be ground to apprehend over-valuations or frauds; but the law makes it my duty to adjust the claims it provides for, under the general rules it requires to be prescribed and published in newspapers for four weeks. The law of the 30th June, 1834, thereby repealed, enacted “that the Third Auditor of the Treasury adjudicate and decide such claims as may be presented against the United States, under the provisions of this act: *Provided*, That every claim which exceeds the sum of two hundred dollars, instead of deciding the same, the said Third Auditor shall report the whole of the proof to Congress at its next session, after taking and closing such proof; and *he shall have power, by constituting a commission or otherwise, to take testimony in any case where he shall think the interest of the United States requires further testimony to be taken;*” and had there been such a provision in the law now in force, its effect would, it is confidently believed, have been to prevent not only such extravagant valuations as have frequently been made, but also the giving, in a multiplicity of instances, of such evidence as has been adduced; especially if, in addition thereto, the law had contained a penal clause, such as various pension laws have therein, enacting that “any person who shall swear or affirm falsely in the premises, and be thereof convicted, shall suffer as for wilful and corrupt perjury.”

Under the many circumstances before noticed, the claims of the Tennessee volunteers of Major Lauderdale's battalion, for the losses of horses and equipage, had to be taken up for the most rigid scrutiny, on the proofs adduced on the part of the respective claimants, and with recourse to every accessible source of information thought to be likely to afford any affecting the same. The first parcel which received attention consisted of nearly fifty, which had been presented by one of the four captains before alluded to, and every one of which was found to be exposed to objections; not only by reason of the defectiveness of the testimony, but on other and often various grounds. The examinations these cases underwent, the searches in relation thereto, and the taking notes of the numerous objections, unavoidably occupied much time. When completed, a very long communication was prepared, and sent to the captain by whom the claims had been filed, pointing out the many defects and discrepancies in the testimony, the objections to which each case appeared to be liable, and the further evidence which would be needed, as to such of the cases as might prove to be admissible. In sundry instances the losses did not appear to have occurred in a manner provided for by law. Mostly, however, they were described as having been sustained by abandonment for want of forage; and with reference to cases of this kind, he was informed of its being deemed necessary, circumstanced as the claims of the Tennessee volunteers of Major Lauderdale's battalion appeared to be, “that, in each instance, the deposition should designate the place of loss, and explain when and where the failure to supply sufficient forage happened;” and that no necessity was “perceived for

losing a horse by abandonment, from starvation, at a post where forage was obtainable for its recovery;" and, in conclusion, as to these cases, the communication contained as follows: "All the claims for the loss of horses, &c., by volunteers of Major Lauderdale's battalion; respecting which papers were received from you, have now, it is believed, been herein noticed. Principally, these losses seem to have been sustained while the volunteers were at or in the vicinity of Fort Jupiter, where forage, without intermission, is shown to have been issued on requisitions of Major Lauderdale and other officers of the battalion. The explanatory evidence, therefore, as to the United States having failed to supply sufficient forage, should be full and clear, and manifest how it happened that, *without any fault or negligence on the part of the owners*, so many horses had to be abandoned for want of forage, although a large other portion of the horses of the battalion were not only enabled to perform further service, but to reach Fort Brooke in a condition to be there valued and turned over to the United States at sums amounting, on an average, to more than \$140 each. It should evince, too, why, if the forage drawn was not sufficient, requisitions for more were not issued." The horses alluded to as having been so valued were in number one hundred and eighty-five; and for information as to the examination, condition, and appraisal thereof, I refer to pages 7 and 8 of Doc. No. 179, H. R., 3d session 25th Congress, before mentioned. They were part of the two hundred and five therein set down as composing the first class; the remaining twenty appearing, by the descriptive roll, to have consisted of ponies and a mule. After preparing the aforesaid communication, the examining clerk took up a second parcel of the claims (more than sixty in number) which had been filed by another of the four captains; and pursued a like course as to them—all being objectionable, on grounds such as have been before adverted to, or others. When the investigations and searches as to these had been finished, and the communication explanatory of the result had been prepared, six of the claims of the first parcel, respecting which additional depositions had reached the office, underwent a re-examination in connexion with the new testimony. In giving this testimony, the captain was found to have wholly disregarded the requisitions of a general character contained in the communication addressed to him, and hereinbefore cited; and his testimony, in various other respects, appeared to be, as to every case, very unsatisfactory. A further communication was therefore addressed to him, explaining at great length the objections to which his new testimony in each of these cases was exposed, and wherein his non-compliance with the aforesaid requisitions was thus noticed: "As to the place at which the horse was abandoned, (and which I asked to have specified in every instance,) it is silent; and as to the cause of the abandonment, it affords no such full and explicit testimony as in my letter of the 8th ultimo I pointed out as necessary in cases where the losses are ascribed to failures to furnish sufficient forage. No necessity was perceived (as therein signified) for the abandonment of a horse for want of forage at or near a post where forage for its recovery was obtainable; and, in general remarks, I adverted to the large number of horses of the Tennessee volunteers, which, notwithstanding further service, were in a condition to reach Tampa Bay so as to be appraised by a board of United States officers, appointed on the 21st April, 1838, at over \$140 each, on an average. Not the slightest evidence could be found, in the searches on the subject, to show that the horses, for the loss of which claims have been presented, were



either subjected to harder service, or furnished with forage of a different kind, or less in quantity, than the horses so appraised were supplied with; and I deemed it incumbent on me, therefore, to require proof of the most conclusive nature, fully explaining the real causes of the losses, and why, if not by reason of *fault or negligence* on the part of one portion of the volunteers, and of due care and attention on the part of the other portion, the former sustained losses, while the latter were enabled not only to preserve their horses, but to take them; after the performance of additional services, to Tampa Bay: and this, in a condition to be there valued at the high rate before mentioned. To this subject I must again call your particular attention." Other depositions from him, applicable to two of the cases referred to in this latter communication, and to three other claims, reached the office last month; and the requisite examination of which has been prevented, by the pressure of urgent business in the office. On a cursory view thereof, however, they appear not only to be inadequate to free the cases from the objections raised against them, but to give rise to others. To show how, after repeated calls on him for full and explicit evidence as to the objection having reference to the horses saved and turned over to the Government, he has endeavored to obviate it, an extract from one of those depositions will be here introduced: "As to the position of the Auditor, which he seems to bring to view in his letters aforesaid, that a portion of the horses were carried to Tampa Bay, and valued at an average of \$140, should operate as an objection to those now preferred, is entirely fallacious, and without a just basis, when the facts are known; because, when we got to Tampa Bay, and it was known on what terms General Jesup would order the horses turned in, and on no other could he feel authorized to have them turned over to the Government, it must be in the recollection of General Jesup that great and universal dissatisfaction prevailed; and seeing evidences in General Jesup to do all he could do, consistent with his duty to the Government, to sustain the interest of the men, I exercised my influence with my company and others to give them up on the terms proposed. Believing it best, my company readily agreed to give up their horses upon my recommendation; and after this, some dissatisfaction prevailed with several of the companies and their officers in relation thereto; and, from my observation, the board were very liberal in their estimates—regulated, not so much upon the then intrinsic value of the animal, as upon what they thought was due from the Government to the individual, from the hardships of the campaign, and their knowledge of the want of supplies. This I give as my deliberate opinion, and not as fact, from an interchange of sentiments with one of the board." Whether the board, in appraising these horses, estimated them at more than their intrinsic value or not, is of minor importance; the force of the objection not depending on the rate at which they were valued, but on the fact of their preservation in a good condition till the volunteers were about to leave Florida for their homes; and what was required, as already indicated, was, "proof of the most conclusive nature, fully explaining the real causes of the losses, and why, if not by reason of *fault or negligence* on the part of one portion of the volunteers, and of due care and attention on the part of the other portion thereof, the former sustained losses, while the latter were enabled not only to preserve their horses, but to take them, after the performance of additional services, to Tampa Bay: and this, in a condition to be there valued at the high rate before mentioned." With this requisi-

tion, it will be seen, no compliance has been attempted. A third parcel of the claims of volunteers of Major Lauderdale's battalion, presented by another of the four captains before alluded to, and numbering nearly sixty, also underwent an examination; and the result was communicated to him in a long letter, detailing the objections to which every one of them appeared to be liable, and pointing out the additional evidence wanted as to cases not inadmissible under the law. The captains by whom the aforesaid second and third parcels of claims were filed have employed an attorney to aid them in preparing the same anew, and from whom a letter has been recently received, transmitting sample depositions as to a few cases from each of those captains, and requesting, in the event of the same being insufficient, to have the defects pointed out, and also to be furnished with explanatory information as to several particulars mentioned by him. The subject could not at this time undergo the investigation requisite to a compliance with his requests; but it will, as he has been informed, receive due attention as speedily as practicable. He has also been apprized that, on a cursory view of the depositions, the testimony therein was observed to be, in several respects, too general and uncertain to answer the purpose. The other of the four captains before mentioned, and who filed about thirty claims for losses, was at the office in person several times in November last; and when the claims were looked over, and notes taken of the explanations obtained from him in relation thereto, a considerable portion of them appeared to be unprovided for by law; and as to others, he was apprized of the kind of testimony wanted in their support, and of a willingness to prepare for him such as the facts might warrant his giving. He was expected to attend again, but he did not; nor has he since furnished any additional evidence. In the names of volunteers of the companies of two other captains of the battalion, more than seventy claims for the loss of horses, &c., have reached the office from various sources; and these have not yet passed through an examination, except in some instances, in which applications have been received concerning them. As the reply to one of these applications elicited information from the claimant himself, manifesting the erroneousness of the testimony given by his captain, and leading to the discovery of other improprieties, a notice of the case may not be improper here. The captain's deposition declares positively that the horse of the claimant did die on the 10th January, 1838, for want of proper forage being furnished by the United States. According to the rolls, the company was mustered into service at Ross's Landing, Tennessee, on the 1st November, 1837; and out of service, at Baton Rouge, on the 9th May, 1838; with allowances of three days for travelling to Ross's Landing, and of thirty-one days for travelling from Baton Rouge to the homes of the men. The battalion was found to have proceeded from Ross's Landing, on the 7th November, through the State of Georgia, and to have arrived in Florida before the end of that month. Opposite the name of the claimant, on the company muster roll, a remark in this form appears: "Horse died 10th January; remounted from 20th January to 24th April." In the answer to the claimant's application, he was told that further evidence would be necessary from his captain, showing not only where the horse died; and where the failure to supply sufficient forage occurred, but how and from whom he procured the horse whereon the muster-roll expressed him to have been remounted; how long he had it, and what became of it; observing, that he appeared to have received between thirty and forty

dollars for its use after the stated time of the loss of his own ; and that, if it was obtained from another volunteer, he, and the company to which he belonged, should be named. Soon after the receipt of my letter, the claimant again wrote to me, complaining of his captain, and representing that his horse died in the State of Georgia ; that he did not recollect the date ; that there had been a lack of forage before it died ; that he bought his last horse at Black creek, of another volunteer of the company, who staid there, and hired himself to drive a wagon for the Government ; that the captain had reported him (the claimant) as remounted, and failed to report the other volunteer (whom he has named) as dismounted, and both had drawn the money for the horse ; that, as he could not contend for more than one claim, he only bought the services of the horse ; and that he gave it up in the name of the volunteer from whom he got it. With this information, resort was had to the accounts of the quartermaster at Black creek, to the rolls, and to the papers applicable to the horses turned over to the Government. Vouchers were found with the accounts of the quartermaster for payments by him to the volunteer named by the claimant, of sums amounting to \$140, for services as teamster from the 4th December, 1837, to the 4th April, 1838, at \$35 per month ; and the receipt-roll of the company evinces the same volunteer to have been paid, as a private of it, for the entire period of its services, the sum receipted for—amounting to \$154 54. On the muster-roll, opposite his name, there is a remark in this form : “ Horse turned in 24th April—furloughed.” The latter sum is shown to have included \$70 for use of a horse, at 40 cents per day, from the commencement of service to the 24th April. It appears to have been appraised at \$90, by the board of officers appointed a short time previously ; and on an obligation, issued by Major Brant, in favor of the volunteer from whom the claimant obtained it, that sum is found to have been paid through the quartermaster department. The sum paid to the claimant for use of a horse is shown by the receipt-roll to have been \$60 60 ; and his letter manifests that the one with which he entered the service must have died on the way to Florida, in November, and not on the 10th January, as alleged in the captain’s deposition, and in the remark on the muster-roll. On the march through Georgia, in November, large supplies of forage were obtained by the battalion quartermaster, from time to time, by purchase ; and, according to the forage-voucher of the captain in question, he received, during that month, for the horses of his command, 19,780 pounds of fodder and 547 bushels of corn.

Insufficient supplies of forage, on marches in the active pursuit of the Indians, may have caused losses by the volunteers of Major Lauderdale’s battalion, and claims for which would be allowable when satisfactorily established. The most of the losses attributed wholly or in part to a want of sufficient forage, are described as having happened within a period during which the volunteers would seem to have remained unemployed at Fort Jupiter, where, as before mentioned, forage for the horses is shown to have been issued without intermission ; and as to the sufficiency of the supplies, strong presumptive evidence is deemed to be afforded by the great number of horses saved and turned over to the Government at Tampa Bay, as already noticed. Amongst the claims, there appear to be a considerable number unprovided for by the law, being for horses described as having been condemned and shot, because of their having the glanders, or being otherwise diseased, or as having been accidentally lost in different ways. Sundry horses, too, are described as having been condemned by boards of

officers as wholly unfit for further service—in some instances, without mentioning any cause; and, in others, assigning the non-supply of a sufficiency of forage, either alone or in conjunction with hard marching. The production of the proceedings, with evidence that the boards acted under competent authority, would have been deemed indispensable by me, had the law conferred any power for awarding payment in such cases.

The taking up for examination the mass of claims of the volunteers of either the Georgia brigade commanded by General Nelson, or the Alabama regiment commanded by Colonel Snodgrass, has not yet been found practicable. In consequence of requests from honorable members of Congress, and other applicants, particular cases have undergone incomplete investigations; and letters explanatory of the result have been written. No allowance has been made on any of them, nor is there considered to be a single case in which the testimony adduced will be sufficient to justify an award. The whole will need a very strict examination, calling for a great length of time and much care. The officer of the United States by whom these commands were mustered out of service, shortly thereafter addressed a letter to the acting Quartermaster General, of which (omitting names) a copy follows: "In mustering for discharge the regiment of Alabama and the brigade of Georgia mounted volunteers, I caused remarks to be made on the muster-rolls, in relation to horses which had been lost in service during the time each corps had served. In the Alabama regiment, during a term of 166 days, they reported 454 (I think) horses lost in various ways; and the average valuation of the company horses on the original rolls (which, as well as the last, are in possession of the Adjutant General) was \$163. On the rolls of the Georgia brigade, in service 218 days, 615 horses are reported lost. Of the valuation of this corps I am ignorant, except a few companies which I have seen, and one company [ —'s ] had them valued at an average of \$240 27; and, I presume, the whole will rise over \$200. A wagon, harness, and six horses, hired in same company, were valued at \$2,580. And [an officer of the brigade,] a very sensible, honest man, has, within a few minutes, said that he does not believe the company horses were worth over *seventy dollars* when the brigade marched from this place," (Hall county, Georgia.) The original muster-rolls therein referred to, containing entries as to the valuations of the horses of the Alabama regiment, were found to have thereon certificates of the aforesaid mustering officer, expressing that, in his opinion, the horses were appraised too high, as to one of the companies, by nine per cent.; and as to all the others, by rates varying from twenty-three to thirty-five per cent. On submitting the subject to you heretofore, you, in conformity with a determination expressed in a letter written by you on the 2d December, 1837, to General Jesup; (and which is printed in page 127 of document No. 78, H. R., 2d sess. 25th Congress,) decided that no more than \$120 should be allowed for any cavalry or wagon horse of the aforesaid brigade and regiment, unless Congress should otherwise direct. As no claim has been adjusted under this decision, and as, before any of them can be acted on, further legislation will be indispensable, (the law now in force expiring with the present session of Congress,) it has been deemed proper here to invite attention to this decision, that, if not sanctioned, some other remedy for the evil may be provided. The rule it lays down would operate very unequally; and hence it is apprehended that applications for reopening settlements, in accordance therewith, would be incessant. With regard to the claims of the Georgia brigade, it is also deemed

proper to introduce here an extract from another letter on file in this office. Information was sought from the writer as to the propriety of a claim of a different character, which had been preferred; and, after furnishing such information, his reply proceeds as follows: "It is something like the claims of General Nelson's command for lost horses. In the first place, they valued the horses at twice or thrice their value; then held out inducements to the men, if their horses were lost, that the United States would pay for them. The soldiers would turn their horses over as unfit for service, get the quartermaster's receipt, and catch up their horses again; and, in that way, nearly all the horses that they are now claiming pay for, were brought home nearly as good as when they set out. I have seen many of them myself. If the department means to pay for these horses, it would be well to adjust the claims, and see who are entitled to receive pay. Many of the men have traded off their claims; they are now in the hands of speculators." The certificates of the officers, adduced in support of the claims of these volunteers, are generally dated at the time the companies were mustered for discharge, and, in nearly every instance, describe the claimant as having been ordered, by his commanding officer, to abandon his horse, owing to its being entirely exhausted and broken down, and unfit for further service, by hard marching, and a failure on the part of the United States to furnish a sufficient supply of sound forage; and as having, either on the day of the abandonment, or within a short time thereafter, been *remounted upon a horse, his private property*. The allegations in these certificates, as to the volunteers having been thus remounted—unsustained, as the same are, by any explanations showing how, or from whom, they acquired the horses—may be viewed as corroborating the information contained in the letter last noticed. No certificates, given at the times the horses were turned over, as therein mentioned, have been produced; but such may have been then obtained, and have served as the basis of those which have been filed, and also of the remarks entered on the muster-rolls, which correspond with the certificates, both as to the abandonment and remounting, and precluded any stoppage by the paymaster of the allowance of forty cents per day to each volunteer, for the use of his horse, after the date of abandonment, except for the brief period he appeared to have been dismounted.

Numerous claims have been preferred in the names of Missouri volunteers: a portion thereof under the 4th section of the aforesaid act of the 3d March, 1839, making appropriations for the support of the army for the year 1839, and which authorizes payment for horses lost or cast away at sea, or perished, or died in consequence of suffering at sea, in the voyage from New Orleans to Tampa Bay, in 1837; and another and a larger portion under the enactment for the benefit of the Tennessee and other volunteers, contained in the other beforementioned act of the 3d of March, 1839, making appropriations for preventing and suppressing Indian hostilities for the year 1839: the latter claims being for differences between the original valuations of the horses mentioned therein, and the sums received for them from Major Brant, the disbursing officer of the United States in the quartermaster department, to whom the same are shown to have been delivered. Much time has been occasionally devoted to the examination of claims of each of those classes, and to the preparation of long letters, not only to procure information in relation thereto, but to point out the difficulties by which they appeared to be beset, and the additional proofs wanted to remove them. To provide for the claims of the first class, a bill passed the

Senate at the second session of the 25th Congress, and which appears to have been the subject of a report of the Committee of Claims of the House of Representatives, which was printed, is numbered 948, and may be found in one of the volumes of reports of committees at that session. The bill does not appear to have been then further acted on; but the provision it contained is embodied in the aforesaid 4th section of the act of the 3d of March, 1839, first referred to. In consequence of the loss of horses on the voyage, several detachments of the Missouri volunteers were mustered out of service, paid off, and sent home, soon after their arrival in Florida; and in the examinations, it was found, in various instances, that the claims for losses on the voyage were preferred in the names, not of volunteers thus discharged and sent home, but of others, who appeared by the rolls to have continued on duty in Florida, and received the allowance of forty cents a day each for the use of horses, and a money allowance for forage, for months after the arrival of the vessels. And, in some instances, too, claims for losses on the voyage were found to be in the names of volunteers who appeared to have delivered over their horses to Major Brant, and received payment for them. With the vouchers for the payments for the transportation of the horses from New Orleans to Tampa Bay, in the vessels wherein the losses occurred, there are protests, on oath, of the masters and others of the crews, showing the exact number of horses thrown overboard from each vessel on the voyage; and, without evidence such as has been required for ascertaining the volunteers to whom the horses so cast away belonged, the claims for them cannot be safely acted on. Having, in one of the letters written in reply to an applicant on behalf of sundry of the Missouri volunteers, brought to view all the material facts in relation to the claims of the other class before adverted to, viz: for differences between the original valuations of the horses delivered to the Government, and the sums paid for them, an extract from that letter will be here introduced, to show the objections to which the same are exposed: "The provision within which these claims will have to be brought, to render them admissible by me, is not contained in any act for the relief of volunteers, but in the act of the last session, making appropriations for preventing and suppressing Indian hostilities for the year 1839, and is in the following words: 'For paying the value of the horses and equipage of the Tennessee and other volunteers, who have, at any time, been in the service of the United States in the Territory of Florida, and which were turned over to the Government by the order of the commanding general, or other commanding officer, (said value to be ascertained by the appraisalment of said value when the volunteers entered the service,) fifty-two thousand dollars.' The provision, it will be seen, has no express reference to the Missouri volunteers. It was applied for on behalf of the Tennessee volunteers; and the compensating them appears to have been its leading object. Other volunteers, to derive any benefit therefrom, must prove their cases to be analogous to those of the Tennessee volunteers. The latter turned over their horses to the Government, in April, 1838, at Tampa Bay, by order of General Jesup, and when written obligations in relation thereto were issued to them respectively by Major Brant, the officer in the quartermaster department to whom their horses were delivered; but no payments for the horses were made at that time. And to prevent their owners from receiving the allowance of forty cents per day each, for the use and risk thereof after the date of delivery, remarks were inserted on the muster-rolls, and in consequence of which the allow-

ance alluded to was, in every instance, made to cease at that date. No order of the commanding officer, requiring the Missouri volunteers to turn over their horses to the Government, has been produced by any of them; and I have not been able to ascertain that any other orders ever were issued on the subject, than those the purport of which has, in previous communications, been fully explained to you. It appears to have been the desire of the Missouri volunteers to have their horses *purchased* by the United States; and in order to comply therewith, a letter of authority is shown to have been addressed to Major Brant, at Tampa Bay, on the 18th January, 1838, from the office of the Quartermaster General, containing as follows: 'The Missouri volunteers, serving in Florida, have made a request, through Colonel Benton, that when their term of service shall expire, their horses may be *purchased* by the United States, provided they shall be required for the public service. To this there is no objection; and you are authorized to make the *purchase* at a just and fair price, should you need horses at the time.' The only orders appearing to have been issued by the commanding general, concerning the horses of the Missouri volunteers, are shown to have been respectively dated at Fort Brooke, on the 10th January, and the 1st and 17th February, 1838. The first of these is to this effect: 'All horses belonging to the sick and wounded men of the 1st regiment of the Missouri volunteers as are fit for service, will be *purchased* by the quartermaster at this post. Captains Jonett and Morris will inspect said horses, and report the number serviceable, as well as the names of the owners.' That of the 1st February contained as follows: 'Instructions having been received at these headquarters, from General Jesup, to muster the Missouri volunteers out of the service, these troops, who are now at Tampa, and as they may arrive, including Morgan's spies, will turn over their arms and accoutrements belonging to the public to the ordnance officer, who will receipt for them; and their horses, after having been appraised, to the quartermaster, who will *purchase* the same preparatory to their embarking for New Orleans, and from thence to St. Louis, where they will be mustered out of the service of the United States,' &c. And the one of the 17th February, directed that "the quartermaster, Major Brant, will *purchase* the horses belonging to the Missouri volunteers that have been mustered out of service of the United States at this post.' All the horses received from the Missouri volunteers by Major Brant, appear to have been paid for by him, at the times of their reception, agreeably to the prices specified in the vouchers taken by him for the payments, and which consist mainly of receipt rolls, each having a heading in a form of this import: 'We, the undersigned, do hereby acknowledge to have received of Major J. B. Brant, quartermaster, the sums set opposite our names, respectively, in full for horses *sold by us* to the United States, for the service of the Florida campaign, having signed duplicate receipts therefor.' From these vouchers, in connexion with the authority and orders before noticed, the presumption seems irresistible, that the transactions must have been understood by the parties in the light of a *purchase* and *sale* at the time, and that the same would have been, but for the aforesaid enactment, considered as finally closed. The allowances, besides, to the Missouri volunteers who remained on duty in Florida, for the use of their horses and for forage for them, did not, as in the case of the Tennessee volunteers, cease at the time the horses were delivered to the Government, but were obtained generally down to the end of the period allowed for returning home after discharge—the same

as though they had continued to keep the horses in service till then : thus acquiring, in many instances, much more for the use and forage for their horses, for a time when they had none, than the difference between the original valuations of the horses and the sums received for them." The horses of the Missouri volunteers, received and paid for by Major Brant as aforesaid, in number exceeded three hundred. The claims of both classes appeared to be exposed to objections on various other grounds than those which have been adverted to, and no allowance has been made on any of them. In the muster-rolls, made at the commencement of service, there are entries descriptive of the horses, and of the sums at which they had been appraised; and opposite the names of a considerable number of the volunteers, remarks appear, expressing the horses they had to have been furnished by certain officers, or other persons, named in the remarks, but without any explanation as to the terms on which the same had been so furnished. And in every case of this kind, the claimant was required to produce an acknowledgment in writing, from the other party, of his right to receive whatever might be allowable; so that the United States might not, after a settlement with one party, be under any liability to the other. In sundry instances in which claims were preferred in the names of the officers who furnished the horses, the obtainment of any written evidences from the volunteers who had them, was represented to be impracticable, by reason of their removal to places unknown; and understanding, on inquiry as to the terms on which, in some of these instances, the horses had been furnished, that the officers became bound with the volunteers in joint notes to the persons of whom the same had been bought, for the purchase money, I proposed to receive such notes, if produced by the officers preferring the claims, with evidence of the payment thereof by them, as substitutes for such written acknowledgments from the volunteers as before mentioned. One officer forwarded three notes, as having been paid by him; and these are all that have been filed. From these it appears that the purchases were made on a credit of six months, without interest, on joint notes of parties about to embark in an Indian war in a far distant part of the Union, from which neither might ever return; and on comparing the sums specified in these notes, with those entered on the muster-roll as the appraisements of the horses to which they related, it was found that the latter exceeded the former by nearly thirty-five per cent., on an average. Applications were received last summer, from the adjutant of the Missouri regiment, wherein he signified an intention to make out the claims anew, and to come on with them here, in order to effect a settlement if he could; and he requested to be furnished with information and instructions to aid him in so doing. A letter of instructions was accordingly prepared and transmitted to him, accompanied by very full information as to the most important objections to which the claims are liable, so that he might be the better enabled to prepare testimony adapted to the removal thereof. He has not been here, nor has he forwarded any new proofs:

In the third page of the document (No. 179, H. R., 3d sess. 24th Cong.) before referred to, remarks will be found as to the presentation of sundry claims of Tennessee volunteers, of General Armstrong's brigade, in service in Florida in 1836, founded on receipts of A. M. Hardin, as acting quartermaster of one of the regiments of that brigade, and of which he appears to have been mustered and paid as a quartermaster sergeant. All of these cases remain unadjusted, for reasons explained, in part, in the aforesaid



document. An application has been made to me, at the present session, by the honorable chairman of the Committee on Military Affairs of the House of Representatives, for information as to a portion of these claims, and which was furnished; since when, a bill (No. 599) for the benefit of four of the volunteers is observed to have been reported by that committee, under which, in case of its becoming a law, those volunteers would obtain forty dollars apiece more than would have been allowable on their respective claims, had the same been unexposed to the objections which have hitherto precluded any settlement thereof. On this account, and because there are various other claims than those to which the bill applies, resting upon a precisely similar foundation, I have been induced to notice the subject here, and to suggest the propriety of extending any legislation which may be deemed proper, in relation thereto, to all claims of the same description.

A regiment of South Carolina mounted volunteers, commanded by Col. R. H. Goodwyn, was in the United States service, in Florida, in 1836; and in the names of members thereof, or of other persons, by whom horses for many of them were furnished, a large number of claims, of a very miscellaneous description, have been preferred by the State of South Carolina as having been paid by it. Soon after the publication of the rules prescribed under the existing law, a letter from the private secretary of the Governor of that State, seeking information as to those rules, and as to the sufficiency of evidence, if presented agreeably to forms transmitted by him, was referred to this office by the then Secretary of War *ad interim*, for a report; which was furnished. Subsequently, the attention of the State Legislature appears to have been called to the subject, in a message from the Governor; and the claims are accompanied by an official copy of a long report of a special committee of the House of Representatives of that State concerning them. This report, and the resolutions with which it concludes, appear to have been agreed to by the House, and concurred in by the Senate. Respecting the existing law, and the rules prescribed under it, the report contains as follows: "Congress has passed a law intended to cover some of those claims, but leaving other claims, manifestly too just to be, in the opinion of your committee, omitted. This law is also accompanied by so many vexatious regulations from the department charged with its execution, as to render it, if not nugatory, the cause of much trouble and expense and delay to the claimants;" and it presents a classification of the claims recommended for allowance, embracing a variety such as no law of Congress has ever made provision for. The payments by the State, according to a statement filed with the claims, amount to \$17,786 05. The claims have not undergone an examination; and, on a slight view of them, they seem to be nearly altogether either unprovided for by the law, or unsustained by evidence such as the rules render necessary. Applications received last summer contained information that many claims of the South Carolina volunteers remain unpaid, by reason of the non-presentation thereof to the State Government until the appropriation by the State had been exhausted; and to procure payment of some of these, instructions were sought, and, afterwards, ample testimony repeatedly transmitted; the examinations and searches as to which, and the preparation of long communications in relation thereto, occupied much time. No allowance was made on any of them.

A great many claims for the loss of horses, &c., in the Florida campaigns, other than those which have been noticed, have been received, and remain

on file, wholly or partially unacted on. Only one clerk is allowed, by law, for the examination and adjustment of the multiplicity of claims presented for allowance under the several laws before mentioned, and for preparing the replies to the many applications continually reaching the office concerning them; and, consistently with a due attention to cases involved in doubts and difficulties, (as these almost invariably are found to be,) it is not within the power of a single clerk to make more than a very limited progress in the performance of the duty. With a view partly of rendering assistance to him, in the discharge of it, efforts have been repeatedly made by me to obtain legislative authority for the appointment of additional clerks in this office, but which have proved unsuccessful.

As indicated in a previous part of this report, the law of the 18th of January, 1837, will expire with the present session of Congress, so that further legislation will be requisite.

With great respect, your most obedient servant,

PETER HAGNER, *Auditor.*

The Hon. J. R. POINSETT,  
*Secretary of War.*

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WAR DEPARTMENT, *January 25, 1837.*

*Rules in relation to claims provided for by an act of Congress passed 18th January, 1837, entitled "An act to provide for the payment of horses and other property lost or destroyed in the military service of the United States," prescribed in pursuance of the 4th section of the said act.*

All claims under the provisions of this act must be presented at the office of the Third Auditor of the Treasury Department before the end of the next session of Congress; and each must be substantiated by such evidence as is hereinafter designated, with respect to cases of the class under which it falls.

FIRST CLASS OF CASES.

By the first section of the law it is enacted:

"That any field, or staff, or other officer, mounted militiaman, volunteer, ranger, or cavalry, engaged in the military service of the United States since the 18th of June, 1812, or who shall hereafter be in said service, and has sustained or shall sustain damage, without any fault or negligence on his part, while in said service, by the loss of a horse in battle, or by the loss of a horse wounded in battle, and which has died, or shall die, of said wound, or, being so wounded, shall be abandoned by order of his officer, and lost, or shall sustain damage by the loss of any horse by death, or abandonment, in consequence of the United States failing to supply sufficient forage, or because the rider was dismounted and separated from his horse, and ordered to do duty on foot at a station detached from his horse, or when the officer in the immediate command ordered, or shall order, the horse turned out to graze in the woods, prairies, or commons, because the United States failed, or shall fail, to supply sufficient forage, and the loss was or shall be consequent thereof, or for the loss of necessary equipage in consequence of the loss of his horse, as aforesaid, shall be allowed and paid the value thereof:

*Provided*, That if any payment has been or shall be made to any one aforesaid, for the use and risk, or for forage after the death, loss, or abandonment of his horse, said payment shall be deducted from the value thereof, unless he satisfied, or shall satisfy, the paymaster, at the time he made or shall make the payment, or thereafter show by proof, that he was remounted; in which case, the deduction shall only extend to the time he was on foot: *And provided, also*, if any payment shall have been, or shall hereafter be, made to any person above mentioned, on account of clothing to which he was not entitled by law, such payment shall be deducted from the value of his horse or accoutrements."

To establish a claim under this provision, the claimant must adduce the evidence of the officer under whose command he served when the loss occurred, if alive; or, if dead, then of the next surviving officer; describing the property, the value thereof, the time and manner in which the loss happened, and whether or not it was sustained without any fault or negligence on the claimant's part. The evidence should also, in case the claimant was remounted after the loss, state when he was remounted, how long he continued so, and explain whether the horse whereon he was remounted had not been furnished by the United States, or been owned by another mounted militiaman or volunteer, to whom payment for the use and risk thereof, or for its forage, whilst in the possession of the claimant, may have been made; and if it had been thus owned, should name the person, and the command to which he belonged. And in every instance in which the claim may extend to equipage, the several articles of which the same consisted, and the separate value of each, should be specified.

#### SECOND CLASS OF CASES.

The second section of the law enacts:

"That any person who, in the said military service, as a volunteer or draughted militiaman, furnished or shall furnish himself with arms and military accoutrements, and sustained or shall sustain damage by the capture or destruction of the same, without any fault or negligence on his part, or who lost or shall lose the same by reason of his being wounded in the service, shall be allowed and paid the value thereof."

Each claim under this provision must be established by the evidence of the officer who commanded the claimant when the loss happened, if alive; or, if dead, then of the next surviving officer; describing the several articles lost, the value of each, whether or not the same were furnished by the claimant, in what way, and when the loss occurred, and whether or not it was sustained without any fault or negligence on his part.

#### THIRD CLASS OF CASES.

The third section of the law enacts:

"That any person who sustained or shall sustain damage by the loss, capture, or destruction, by an enemy, of any horse, mule, or wagon, cart, boat, sleigh, or harness, while such property was in the military service of the United States, either by impressment or contract, except in cases where the risk to which the property would be exposed was agreed to be incurred by the owner, if it shall appear that such loss, capture, or destruction was without any fault or negligence on the part of the owner; and any person,

who, without any such fault or negligence, sustained or shall sustain damage by the death or abandonment and loss of any such horse, mule, or ox, while in the service aforesaid, in consequence of the failure on the part of the United States to furnish the same with sufficient forage, shall be allowed and paid the value thereof."

To establish a claim under this provision, it will be necessary to produce the testimony of the officer or agent of the United States who impressed or contracted for the service of the property mentioned in such claim, and also of the officer under whose immediate command the same was employed at the time of capture, destruction, loss, or abandonment; declaring in what way the property was taken into the service of the United States; the value thereof; whether or not the risk to which it would be exposed was agreed to be incurred by the owner; whether or not, as regarded horses, mules, or oxen, he engaged to supply the same with sufficient forage; in what manner the loss happened; and whether or not it was sustained without any fault or negligence on his part.

The sixth section of the law enacts:

"That in all instances where any minor has been, or shall be engaged in the military service of the United States, and was or shall be provided with a horse or equipments, or with military accoutrements, by his parent or guardian, and has died, or shall die, without paying for said property, and the same has been or shall be lost, captured, destroyed, or abandoned, in the manner before mentioned, said parent or guardian shall be allowed pay therefor, on making satisfactory proof as in other cases, and the further proof that he is entitled thereto, by having furnished the same."

A parent or guardian of a deceased minor will, therefore, in addition to such testimony applicable to his claim as is previously described, have to furnish proof that he provided the minor with the property therein mentioned; that the minor died without paying for such property; and that he, the parent or guardian, is entitled to payment for it, by his having furnished the same.

The seventh section of the law enacts:

"That in all instances where any person, other than a minor, has been or shall be engaged in the military service aforesaid, and has been or shall be provided with a horse or equipments, or with military accoutrements, by any person, the owner thereof, who has risked, or shall take the risk of such horse, equipments, or military accoutrements on himself, and the same has been or shall be lost, captured, destroyed, or abandoned in the manner before mentioned, such owner shall be allowed pay therefor, on making satisfactory proof as in other cases, and the further proof that he is entitled thereto, by having furnished the same, and having taken the risk on himself."

Besides the testimony in support of his claim hereinbefore required, every such owner, therefore, will have to prove that he did provide the horse, equipments, or military accoutrements therein mentioned, and took the risk thereof on himself; and that he is entitled to pay therefor, by having furnished the same, and taken the risk thereof on himself; and this proof should be contained in a deposition of the person who had been so provided by him with such horse, equipments, or military accoutrements.

In no case can the production of the evidence previously described be dispensed with, unless the impracticability of producing it be clearly proved; and then, the nearest and best other evidence of which the case may be susceptible must be furnished in lieu thereof.

Every claim must be accompanied by a deposition of the claimant, declaring that he has not received from any officer or agent of the United States any horse or horses, equipage, arms, accoutrements, mule, wagon, cart, boat, sleigh, or harness, (as the case may be,) in lieu of the property he lost, nor any compensation for the same; and be supported, if practicable, by the original valuation list, made by the appraisers of the property, at the time the same was taken into the United States service.

All evidence, other than the certificates of officers who at the time of giving them were in the military service of the United States, must be sworn to before some judge, justice of the peace, or other person duly authorized to administer oaths; and of which authority, proof should accompany the evidence.

B. F. BUTLER,  
*Secretary of War ad interim.*

Approved January 25, 1837 :  
ANDREW JACKSON.

TREASURY DEPARTMENT,  
*Third Auditor's Office, January 26, 1837.*

Each claimant can have the sum which may be allowed on his claim remitted to him, direct, on his signifying a wish to that effect, and naming the place of his residence; but if the money is to be remitted or paid to any other person, a power of attorney to him, from the claimant, duly executed and authenticated, should be forwarded with the claim.

To facilitate the requisite searches, and to avoid delay in the adjustment of the claims, each claimant should name on his papers the paymaster or other disbursing officer by whom he was paid for the services of himself, horse, wagon, cart, team, boat, &c.

PETER HAGNER, *Auditor.*