

WILLIAM G. SANDERS.

[To accompany bill H. R. No. 389.]

APRIL 12, 1842.

Mr. HUBARD, from the Committee of Claims, made the following

REPORT :

The Committee of Claims, to which was referred the petition of William G. Sanders, report :

That upon examination they find that adverse reports were made on this claim in 1837 and 1840, but in each instance it was alleged that the testimony was inadequate ; and thus the committee seemed rather to postpone than to have decided the case. As the claimant, under these circumstances, has presented further testimony, it may not be amiss to restate the nature of the claim, and then cite the evidence offered in its support. The petitioner first states, and then proves by various witnesses, that he was sutler for the army of the United States, and was stationed at Fort Brooke, where he owned three buildings, which he used and occupied as sutler ; that, on the 21st of January, 1836, an order was issued to burn down his buildings by the officer in command, whereby he not only lost his buildings, but suffered great damage from the injury of his stock and merchandise on hand. " For the injury produced by the sudden and tumultuous removal of the property saved, and the suspension of his business, he lays no claim. He asks only indemnification for property which was erected for public service at his own expense, used for the benefit of the army, and for its purposes destroyed. "

By reference to a report of Adjutant General R. Jones, made to the Secretary of War, the 28th December, 1836, we find, " that William G. Sanders, Esq., was appointed the post sutler at Tampa bay on the 20th of April, 1831 ; and when that post was reoccupied, in December, 1834, he was considered as having a just claim, in virtue of his former appointment, to suttle for the troops there temporarily stationed, on the reoccupancy of the post. " Mr. Whittlesey, in his report in 1837, observes that, " In a letter written by Colonel Jones to William Sanders, dated January 24, 1835, he says : ' your wishes having been presented through Major Cross, it is considered that, under the circumstances of the case, you are the proper person to suttle for the troops at Fort Brooke, Tampa Bay, during its temporary occupation, being the actual sutler at the time that post was evacuated. ' " Augustus Steele also, on oath, not only confirms the accuracy of the foregoing report of General Jones, but observes further, that William G. Sanders occupied his houses at Fort Brooke during the interval, after the evacuation of Fort Brooke in the autumn of 1832, till

the reoccupation of the said fort by the United States troops in the fall of 1834, and that William G. Sanders "continued as sutler for the troops until his buildings were burnt; that he was thereafter continued as sutler, and subjected to heavy expense in the erection of buildings indispensable to the prosecution of his business." Other persons, as will be seen by the accompanying papers, concur in the above statement of Augustus Steele. Captain J. C. Casey, of the United States army, certifies, on oath, "that he saw the houses of William G. Sanders burned down by the order of the commanding officer." In addition to this, the certificate of H. S. Heiskell, assistant surgeon United States army, establishes the same fact. But to remove all doubt on these points, the order of Captain F. S. Belton, United States army, the commander at Fort Brooke, will be given in full, together with his reasons for the same; and also the certificate of Lieutenant Alvord of the United States army, who had the order executed.

ORDER No. 6, (B.)

FORT BROOKE, TAMPA, *January 21, 1836.*

The approach of the hostile bands to this post being, by the best accounts, within one march, and the probability that the buildings nearest the work may be fired by them, and thus endanger the block-houses and other defences, and destroy the cover of the enemy, the acting assistant quartermaster will designate such property or parts of the building as may be saved, and the remainder will be fired by the officer of the day.

This order will include the old cantonment and sutler's store and adjoining house; all movable property and merchandise being cleared out of the same. The bales of hay, on the subsiding of the flames, will make a breastwork on the line of defence already indicated. The commanding officer's quarters, and offices adjacent, do not at present come under the necessity of the case.

F. S. BELTON,

Captain 2d. Artillery, Commanding.

FORT BROOKE, FLORIDA, *June 3, 1836.*

A true copy from the post order books of Fort Brooke, Florida, deposited in the adjutant's office.

G. W. WARD,

Lt. 2d. Artillery, acting post Adjutant.

FORT GRATIOT, *January 20, 1841.*

The undersigned has the honor to make the following report of facts and circumstances, with respect to the claim of William G. Sanders, late sutler of the post of Fort Brooke, Tampa Bay, Florida, for compensation for certain losses, by reason of military orders and operations for the defence of that post while under his command in January, 1836.

The building occupied by said Sanders was, he believes from full testimony, put up at his own expense for the purpose it was occupied, and on or about the 21st of January, 1836, was destroyed, according to order No. 6. of that date; such course being considered indispensably necessary for the protection and defence of the position and the large camp of Indians then adjacent, of whose fidelity to their promises of emigration, with the exception of a few chiefs, great apprehension existed, on grounds

since fully supported—the said buildings, from position, being in the way of the defences and safety of the post under apprehended circumstances; the garrison and defences being much reduced, the first being less than one hundred effective, with a force, in addition to the enemy, of near two hundred doubtful Indian warriors at the post. The best intelligence (actual information from correct sources as since ascertained) rendered, for weeks, nearly months, (namely, from the 28th of December, 1835, to the 9th February, 1836,) an attack from the whole, if not, a greater part, of the enemy constantly imminent; frequent skirmishes and other confirming events proved their presence in force. The size of the buildings cannot be given with any accuracy, or their cost; but it is believed to have been equal, all things considered, to the amount claimed by the documents sustaining the claim. They were but recently put up, and were in a good state, and in occupation.

Respectfully submitted,

F. S. BELTON, *Major 2d. Art'y.*

WEST POINT, NEW YORK, *January 16, 1838.*

I hereby certify that I was officer of police at Fort Brooke, Florida, on or about the 21st of January, 1836, (being the day referred to in the accompanying report,) and was ordered by Captain F. S. Belton, second artillery, then in command at that post, to cause the sutler's stores and adjoining buildings (occupied by William G. Sanders, sutler) to be burnt. The order was executed accordingly, and the buildings were burnt on that day.

BENJ. ALVORD, *1st Lt. 4th Inf.*

The foregoing testimony is full and conclusive as regards the burning of the houses occupied by William G. Sanders as sutler, and indicates also that they belonged to him. But as several gentlemen testify that William G. Sanders owned the houses occupied by him as sutler, reference will be made to what they have advanced in support of his title to them. In the affidavit of Augustus Steele it is stated that in 1830 William G. Sanders had a partner; that in the fall of 1830 they dissolved partnership; and that, after the dissolution, William G. Sanders purchased his partner's moiety in the houses. Josiah B. Benjamin states in his deposition that he was a resident at Fort Brooke at the time the post was established; and "that the store house belonging to William G. Sanders was about fifty feet long and twenty-five feet wide, frame building, sills of pine, and the framing scantling was also of pine; that it was one story high, with two good floors made of pine plank, with a shed on each broad side, and covered with cypress shingles; was built by P. Pelham, then sutler at the post, in the year 1824; was afterwards sold to Sanders and Le Banon, in the year 1827, and in the year 1830 was sold by Le Banon to Sanders; and at the time the buildings were burnt they were perfectly good," &c. Among the papers filed, there is a certificate of C. Le Banon, stating "that the store house bought by himself and Sanders of P. Pelham, as by receipt bearing date the 13th of February, 1828, has been included and charged with the stock of goods taken on the 23d of October, 1830; therefore he gave up all right and title to said store house." Major Thomas, of the United States army, certifies to the signature of C. Le Banon. But, to make the case yet plainer, the receipt of Sanders &

Le Banon for the sum paid the estate of P. Pelham for the store house, as well as the receipt of William G. Sanders for the amount paid the estate of P. Pelham for the dwelling house will be quoted; also the certificate of Acting Quartermaster J. Page, relative to another house belonging to Sanders & Le Banon. And as General Gaines has written also in behalf of the claimant, it is due to those concerned that his remarks should be alluded to. His letter, though general in its character, yet is entitled to consideration. The certificates of Major Thomas and of Captain J. C. Casey, both of the United States army, also show that the three houses belonged to William G. Sanders; therefore it is proper to introduce them along with the other evidence in support of the title of William G. Sanders to the property, for the destruction of which compensation is asked:

Received, Tampa, July 15, 1828, from W. G. Sanders, three hundred dollars, for dwelling house belonging to the estate of P. Pelham, deceased, late sutler to this post.

BLYDEN VAUBAUN,
Administrator to the estate of P. P.

I am well acquainted with Blyden Vaubaun, and certify that the above is his signature.

J. THOMAS,
Major U. S. Army.

WASHINGTON, D. C., *January 20, 1842.*

Received, Tampa, February 15, 1828, from Sanders and Le Banon three hundred dollars, for store house belonging to the estate of P. Pelham, deceased, late sutler of this post.

BLYDEN VAUBAUN,
Administrator to the estate of P. P.

I am well acquainted with Blyden Vaubaun, and certify that the above is his signature.

J. THOMAS,
Major U. S. Army.

WASHINGTON, D. C., *January 20, 1842.*

I certify, as quartermaster at this post, that the house built near the store by Josiah B. Benjamin, as a private dwelling, is private property, and belongs to the firm of Messrs. Sanders & Le Banon.

J. PAGE,
Lieutenant and acting Assistant Quartermaster.

NTO. BROOKE, *March 30, 1829.*

HEADQUARTERS, WESTERN DEPARTMENT.

Fort Drane, Florida, March 12, 1838.

SIR: I take leave to introduce to you, and through you to the proper authorities, the bearer hereof, Captain W. G. Sanders, formerly an officer of the army, late a merchant at Tampa Bay, and more recently a volunteer in command of scouts in advance of the forces under my command in East Florida, where he conducted himself with great gallantry, and much to the benefit of the service, and where he was badly wounded. I have met with few men in Florida better acquainted with the Seminole

Indians, the grounds of their hostilities, with their means of obtaining supplies, than Captain Sanders.

It is on this account, and that measures may be taken to remunerate him for his losses and his valuable services, that I have, unasked by him, written this letter. And I avail myself of the occasion, likewise, to recommend to the notice of the proper authorities the services of Capt. J. M. Armstrong, of the schooner *Motto*, who served in the advance with Captain Sanders, and who was at the same time badly wounded, while in action under our much lamented Izard, for the particulars of whose heroic fall I refer you to the official papers, which you will receive from my acting assistant adjutant general.

With great respect, your obedient servant.

EDMUND P. GAINES.

To Brigadier General ROGER JONES,
Adjutant General U. S. Army, Washington City.

TERRITORY OF FLORIDA, *county of Hillsborough:*

Personally appeared before me, John C. Casey, who, being duly sworn, testifies that, during the latter half of the month of January, 1836, he was stationed at the post of Fort Brooke, Tampa Bay, E. Florida, as an officer of the army; that, during that time, the buildings occupied by Wm. G. Sanders, post sutler, were ordered to be burned down by the commanding officer, Capt. F. S. Belton, second regiment artillery, in consequence of information, derived through the friendly Indians, that the hostile Seminoles were in council in the neighborhood, for the purpose of an attack on the post—it being apprehended that the burning of said buildings by the enemy might endanger the safety of the stockade into which the troops and citizens had retired. This deponent saw said buildings burned to the ground in pursuance of the order above mentioned, (order No. 6, dated Fort Brooke, Tampa, January 21, 1836.) To the best recollection of deponent, there were three buildings burned—all wooden buildings, and they were in tolerably good condition.

JNO. C. CASEY.

Sworn to and subscribed before me, February 3, 1838.

AUGUSTUS STEELE, *Judge H. C. C.*

WASHINGTON, *January 20, 1842.*

I certify that I was stationed at Tampa Bay, Florida, (Fort Brooke,) from 16th October, 1835, and thereafter in November and December, 1835, January and February, 1836; that during the greater portion of that time I was the acting assistant quartermaster of the post, having charge of all public buildings there; and that the houses occupied by Captain Wm. G. Sanders, sutler, and which houses I saw burned down by order of the commanding officer in the latter part of January, 1836, were not considered as public buildings, but were always understood to be the private property of the sutler, Wm. G. Sanders; and that he occupied, repaired, and altered them, until they were burned, without any one questioning his right; and that I have since been stationed at the same post nearly four years, and never heard any doubt that they were his private property.

JNO. C. CASEY, *Captain U. S. A.*

I certify that I was stationed at Fort Brooke, Tampa Bay, Florida, during the year 1830, at which time William G. Sanders was the sutler of the post, and occupied certain buildings for a store and dwelling house, which I believe to have been his own private property, such being the understanding of the officers at the place. The buildings referred to were never, that I am aware of, regarded as belonging to the United States.

L. THOMAS, *Major U. S. Army.*

WASHINGTON, D. C., *January 20, 1842.*

From the testimony, it is pretty clearly established that William G. Sanders was sutler for the U. S. troops at Fort Brooke in 1836; that he owned three buildings adjoining said fort; and that they were burned down by the order of Captain F. S. Belton about the 21st January, 1836. It is not stated whether the houses were on the public grounds, but the fact of their contiguity to the fort would seem sufficient evidence on that point, even if it were deemed material.

The value of the three houses of William G. Sanders, thus destroyed by the order of Captain F. S. Belton, *cannot, perhaps, be precisely ascertained.* Mr. Whittlesey remarks, in his report of 1837, that, "during the session of the county court at Hillsborough, Florida, on the 1st of June, 1836, proof was made that the buildings were burnt by order of the commanding officer; and thereon said court appointed four persons to estimate the value of said buildings. They reported they were worth fifteen hundred dollars. The proceedings of the court were wholly extra-judicial, and do not in the opinion of the committee establish any fact in the case." But however just the foregoing general remarks may be, nevertheless the circumstances of the case, in conjunction with the concurring testimony of others in regard to the value of the buildings, entitle the opinions of the appraisers to some consideration.

The affidavit of J. B. Benjamin places the value of the buildings at two thousand dollars, and in this estimate H. L. Heiskell, surgeon U. S. army, coincides. The affidavit of Augustus Steele corroborates the award of the appraisers appointed by the county court at Hillsborough, and so does the certificate of Captain F. S. Belton.

After reviewing the merits of the claim, as well as the testimony, the committee, however inclined to conform to previous reports on this claim, yet cannot reconcile it to justice and the facts of the case to sanction the conclusions heretofore adopted. Therefore, without alluding to analogous claims heretofore favorably reported upon by this committee, or attempting an argument to elucidate the reasons which induce them to allow this claim, they respectfully ask leave to report a bill.