

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In compliance with a resolution of the Senate, the Proceedings of the Court of Inquiry, in the case of Lieutenant Colonel Brant.

JANUARY 10, 1840.

Read, and ordered to be printed.

WASHINGTON, January 10, 1840.

I transmit, herewith, in compliance with a resolution of the 30th ultimo, the proceedings of the court of inquiry in the case of Lieutenant Colonel Brant, held at St. Louis in November last, and the papers connected therewith, together with a copy of that officer's resignation.

The report of the Secretary of War, which accompanies these papers, contains the reasons for withholding the proceedings of the court martial.

M. VAN BUREN.

To the SENATE of the United States.

WAR DEPARTMENT,
January 7, 1840.

SIR: In pursuance of your directions, I have the honor to transmit, herewith, the proceedings of the court of inquiry held on Lieutenant Colonel Brant, in St. Louis, on the 26th day of November last, together with a copy of that officer's letter of resignation, the facts set forth in which are corroborated by the records of this department.

With regard to the proceedings of the court martial, consequent upon those of the court of inquiry, I respectfully suggest that they ought not to be communicated, because they are incomplete. Upon their being submitted to the department by the judge advocate, irregularities and discrepancies were discovered in them, which rendered it necessary that they should be returned to the court for further revision; which course would have been pursued by you, had not the resignation of Lieutenant Colonel Brant rendered unnecessary all further proceedings in his case. Great injustice might be done, and serious inconvenience would result to the service, if inchoate or incomplete proceedings of courts martial were made public. It has, heretofore, been the practice of the department, in all such

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cases, to withhold them; and I trust that this salutary rule will not be departed from in this instance.

Very respectfully, your most obedient servant,

J. R. POINSETT.

To the PRESIDENT of the United States.

ST. LOUIS, October 20, 1839.

SIR: Having always intended to resign should the report of the court of inquiry in my case be unfavorable, and the finding of the court martial other than an honorable acquittal: well aware that the report of the court of inquiry was adverse, and presuming, from the length of time which has elapsed since the adjournment of the court martial without its proceedings having been published, that the decision of that tribunal was not a full acquittal, I now ask leave to carry my previous intention into effect, and hereby tender my resignation as an officer in the army of the United States; and hope that in so doing it will not be deemed improper to give a brief summary of my military life, and make a few remarks on the peculiar circumstances of my case. I entered the army as a private soldier in the winter of 1812, desiring to share the privations and face the dangers which the brave men of that day had to encounter in the service of their country. In February, 1813, I was promoted to be first sergeant in Captain G. H. Armstrong's company, 23d regiment of infantry, and in the latter part of the same year to be a sergeant major in that regiment. On the 15th of July, 1814, at Queenstown, Upper Canada, on the recommendation of General Ripley, Major Brooke, and Major McFarland, Major General Brown appointed me an ensign in said regiment, which appointment was on the 6th of August following duly confirmed. I received the commission of brevet first lieutenant for gallant conduct at the sortie of Fort Erie on the 17th September, 1814, and the commission of second lieutenant in the above regiment, to rank from 1st of October, 1814. I was appointed quartermaster to the 2d regiment of infantry in 1815; assistant deputy quartermaster general, with the rank of captain in the staff, on the 30th November, 1819; first lieutenant in the line in the December following; brevet captain on the 17th of September, 1824, for ten years' faithful service as a first lieutenant; on the 22d of March, 1832, to the lineal rank of captain in the 2d regiment of infantry; in December following, quartermaster, with the rank of major in the staff; and on the 7th July, 1838, to be deputy quartermaster general, with the rank of lieutenant colonel. I was at the taking of Fort George in 1813, and continued during the summer of the same year to be actively engaged in that part of Upper Canada. In 1814 I was, as before stated, at the defence and sortie of Fort Erie, and in other engagements on the Niagara frontier till the close of that year's campaign, during which periods my services were frequently and honorably noticed by my superior officers, and rewarded by the Government. While serving in the quartermaster's department, I have often been called upon to perform extra, arduous, and highly important services. In 1828 I adjusted and paid the claims which grew out of the Winnebago disturbances of 1827. My arrangements, and the promptness with which supplies were forwarded, and transportation procured to the several points where they were required during the Black Hawk war of 1832, called

forth the approbation of Generals Scott and Atkinson, as well as that of the head of the quartermaster general's department. In 1836 I was actively employed in making disbursements and procuring supplies for the Creek campaign in Alabama. In October, 1837, I was ordered to Florida, and remained in active service there until relieved in June, 1838.

From the above relation of facts, it will be perceived that I served in the ranks, and rose through every grade of the army to my present station, extending over a period of 27 years, 24 of which were continuously in the quartermaster's department. Between the date at which I was first placed in the quartermaster's department and that of my late arrest, I have disbursed more than two and a half millions of dollars, the whole of which amount has been truly accounted for, without defalcation or loss, or the detention of any part thereof, under the plea of set-off, or a claim of percentage, although I have now, and have had for many years back, just and legal demands against the Government, for a considerable sum, as compensation for highly responsible services not within the line of my official duty.

For a confirmation of these statements I beg leave to refer to the Quartermaster General and to the Adjutant General of the army.

For the last two or three years I have been the object of unceasing and harassing attacks, which were made with the intention of destroying my reputation and character as an officer and a man of honor, by charging me with having committed a long series of petty peculations, for which even abject poverty could not furnish an excuse, and which even the lowest and most degraded of our community would hesitate about perpetrating—peculations, too, so trivial in their aggregate amount as not to present the slightest temptation to any man of independent pecuniary means. Conscious of all the injury which has been done me; well knowing that I have performed my duty to my country; and willing, nay, so far as it is in my power, determined, that my whole case shall be exposed to the closest scrutiny, it is my settled purpose, when Congress assembles, to have a call made, that the entire proceedings, the accusations and defence that were passed upon by the court of inquiry and the court martial, be laid before that body, printed and published.

I have the honor to be, sir, your obedient servant,

J. B. BRANT,

Lieut. Col. and Dep. Quartermaster General U. S. Army.

The Hon. SECRETARY OF WAR,

Washington City.

True copy.

A. S. MACOMB, *Aid-de-camp.*

PROCEEDINGS

Of a Court of Inquiry, held at St. Louis, Missouri, by virtue of the following order :

WAR DEPARTMENT,
Adjutant General's Office, Washington, October 10, 1838.

GENERAL ORDER, No. 43.

By direction of the President of the United States, a court of inquiry, to consist of Colonel Cutler, 4th regiment of infantry, Major Graham, corps of topographical engineers, and Major Taylor, commissary of subsistence, is hereby instituted and ordered to assemble at St. Louis, Missouri, on the 15th day of November, 1838, or as soon thereafter as practicable, to examine into the transactions of Lieutenant Colonel Brant, deputy quartermaster general, relative to his administration of the affairs of the quartermaster's department on the St. Louis station, and as set forth in the matters of accusation and imputation found in the papers and documents reported and communicated to the Quartermaster General by Captain Wrosmann, assistant quartermaster. The court will report the facts, together with its opinion on the merits of the case, for the information of the President.

First Lieutenant Lee, of the ordnance, is hereby appointed to act as judge advocate and recorder of the court.

By order :

R. JONES, *Adjutant General.*

ADJUTANT GENERAL'S OFFICE,
Washington, October 19, 1838.

GENERAL ORDER, No. 44.

In consequence of his official engagements at this time in the subsistence department, Major J. P. Taylor, commissary of subsistence, is hereby relieved from serving on the court of inquiry ordered to convene at St. Louis on the 15th of November; and Major Clifton Wharton, of the 1st regiment of dragoons, is detailed to supply his place, who will attend accordingly.

By order :

R. JONES, *Adjutant General.*

ADJUTANT GENERAL'S OFFICE,
Washington, November 7, 1838.

SIR: I transmit herewith the letter of the 6th instant, addressed to the Secretary of War by the acting Quartermaster General, by which you will see it is desired that the investigation of Lieutenant Colonel Brant's case, by

the court of inquiry, of which you are the president, may take the widest range. The Secretary of War accordingly directs that, "in addition to the allegations made by Captain Crosman, all matters of accusation, from whatever source they may emanate, which may be brought against Lieutenant Colonel Brant, without restricting the scope of its inquiries to time or place," be investigated by the court.

I am, sir, very respectfully, your obedient servant,

R. JONES, *Adjutant General.*

Col. CUTLER, *4th Infantry,*

President of the Court of Inquiry, St. Louis, Missouri.

MONDAY, NOVEMBER 26, 1838.

The court met pursuant to the above orders.

Present: Colonel Cutler, president; Major Graham; Lieutenant Lee, judge advocate and recorder.

It was found not practicable for the court to assemble before this day, in consequence of the detention of the members in travelling, caused by the low water of the Ohio river, and other unavoidable circumstances.

In consequence of the absence of Major Wharton, the court adjourned to meet to-morrow at 12 o'clock.

TUESDAY, NOVEMBER 27, 1838.

The court met pursuant to adjournment.

Present: Colonel Cutler, president; Major Graham and Major Wharton, members; Lieutenant Lee, judge advocate and recorder.

Major Wharton, who was absent on yesterday, stated that he had been unavoidably detained by causes similar to those which had delayed the other members of the court, as before mentioned, and by the unexpected delay of the steamboat in which he had taken passage.

The court discussed the order of its proceedings, and adjourned to meet to-morrow at 10 o'clock.

WEDNESDAY, NOVEMBER 28, 1838.

The court met pursuant to adjournment.

Present: All the members.

Lieutenant Colonel Brant, having been duly notified that the court was in session, appeared before it. He was asked if he had any objection to any member named in the orders, and replied in the negative; and the court was then duly sworn in his presence.

Some doubts having arisen in the minds of the court respecting the extent of the duties of the officer "appointed to act as judge advocate and recorder," the following question was submitted by Lieutenant Lee:

"I submit to the court, whether my duties before this court of inquiry are precisely similar to those of a judge advocate before a court martial; whether I am to 'present the charges, and procure the testimony in support thereof;' and, in general terms, whether I am to prosecute this inquiry on the part of the United States? or, on the other part, whether I am simply required to record the proceedings of the court?"

The court came to the following decision: "That the duties of the judge advocate and recorder of this court, under the law, the usage of service, and the special orders he has received from the War Department, are to record the proceedings of the court, and, under its direction, to prepare and arrange all testimony; as also to hold such conferences with the parties in the case pending as the court may direct, with a view to the discharge of the business before it. The court, in coming to this decision, is of opinion that the judge advocate and recorder does not stand in the light of a judge advocate to a general court martial, and, as such, bound to attempt a prosecution of any party before the court of inquiry; it being the duty of the court only to direct such an examination of matter coming properly before it as may lead to a disclosure of the truth."

At the request of Lieutenant Colonel Brant, A. L. Mageniz, Esq. was admitted to appear as his counsel.

The following letter was addressed to Captain Crosman, assistant quartermaster, by direction of the court:

ST. LOUIS, Mo., November 28, 1838.

SIR: I am instructed by the court of inquiry, of which Colonel Cutler, 4th infantry, is president, to say to you, as your name is introduced in the order constituting the court, by which it appears you communicated the matters of accusation against Lieutenant Colonel Brant, deputy quartermaster general, and which are about to be investigated by the court, that, independent of your character as witness, the court desires you will be present at its sessions, and that you will, through the recorder, afford the court every facility in your power towards a thorough scrutiny of the subject-matter coming before it.

Respectfully, your obedient servant,

J. F. LEE,
Judge Advocate and Recorder.

Captain G. H. CROSMAN,
Assistant Quartermaster, St. Louis.

The papers and documents in relation to the subjects to be investigated by the court, which were received from the office of the Adjutant General of the army by the judge advocate and recorder, were presented by him to the court, and read over to them. They were as follows:

1. Letter from Captain Crosman to the Quartermaster General, dated October 18, 1837. Letter from Captain Crosman to Lieutenant Colonel Brant, dated October 18, 1837. Special orders from Headquarters, Western Division, Nos. 17 and 15, dated October 8 and 9, 1837.

2. Letter from Captain Crosman to Quartermaster General, dated October 21, 1837, enclosing papers marked Nos. 1, 2, 3, and 4; No. 1, being a statement of rents paid by quartermaster's department at St. Louis; No. 2, a letter from Captain Crosman to Messrs. McGunneble & Way, dated October 16, 1837; No. 3, a letter from Captain Crosman to Messrs. McGunneble & Way, dated October 19, 1837; and No. 4, a letter from G. K. McGunneble to Captain Crosman, dated October 17, 1837.

3. A letter from General Gibson to Major Brant, dated August 11, 1835. When these papers had been read to the court, it was represented to the court that N. J. Eaton, a witness, whose testimony might be material,

was about to leave the city; and the court thereupon directed that the reading of the papers should be suspended, and the witness be examined.

N. J. EATON, being duly sworn as a witness, answers as follows:

Question by the court. Did Colonel Brant state to you, at any time, that the brick building, situated at the corner of Laurel and Second streets, then and now occupied for a quartermaster's store, was his own property?

Answer. Some years since, (I think four,) while the building in question was being erected, a part of the walls was blown down by a heavy gale of wind; and in conversation with Colonel (then Major) Brant, upon whose shoulders the loss would come, (the loss of putting up the walls again,) he spoke of it as if it were his own building, seeming undetermined whether the loss would fall on him or on the contractor.

Question by the court. Have you always considered it his house; and did you ever hear, till lately, that it had ever been claimed to be the property of any body else?

Answer. I have always considered it his property; and I do not know now, except from some flying rumor, that any one else claims it.

Question by the court. Were you recently an officer of the army, and what opportunities had you to be well informed on this subject?

Answer. I was an officer of the army about two years since; and two years ago the past summer, I discharged the duties of quartermaster at this post. A residence of eleven years in St. Louis and its immediate vicinity has given me a pretty good opportunity to be acquainted with the ownership of the property in question.

Lieutenant Colonel Brant here presented to the court the following letter:

"Mr. President: I admit that Indian goods were stored in the brick building hired for the quartermaster's department in St. Louis, as will be seen from my official report, October 14, 1837.

"I also admit that the legal title to said brick building, and the lot on which it and the one used for the commissary department were situated, in St. Louis, was vested in me in the year 1837, but it was held in trust for others."

The judge advocate informed the court that Captain Crosman has informed him that he has at present no further question to suggest to the court for this witness. Colonel Brant not desiring to ask any question, the court directed the judge advocate to resume the reading of the papers. The following papers were then read, viz:

A letter from Captain Crosman to the Quartermaster General, dated December 13, 1837, enclosing papers marked Nos. 1, 2, 3, and 4: No. 1 being a letter from Captain Hitchcock to Captain Crosman, dated December 7, 1837; No. 2, a letter from Captain Kingsbury to Captain Crosman, dated December 9, 1837; No. 3, a letter from John McCausland, assessor of the city of St. Louis, to Captain Crosman, dated December 13, 1837; No. 4, a letter from Captain Hitchcock to Captain Crosman, dated December 7, 1837.

A letter from Captain Crosman to the Quartermaster General, dated January 9, 1838, enclosing papers Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9: No. 1 being a memorandum of a conversation with Wm. Dowler, January 3, 1838, signed by Captain Crosman; No. 2, memorandum of said conversation, January 3, 1838, signed by Thomas S. J. Johnson; No. 3, memorandum of a conversation with John Kimball, January 4, 1838, signed by Captain Crosman; No. 4, memorandum of said conversation, January 4, 1838, signed by N. J.

Eaton; No. 5, letter from Edward Tracy to Captain Crosman, dated January 6, 1838; No. 6, letter from Hempstead, Beebe, & Co. to Captain Crosman, dated January 6, 1838; No. 7, letter from John Calvert to Captain Crosman, dated January 5, 1838; No. 8, letter from B. W. Alexander to Captain Crosman, dated January 6, 1838; No. 9, letter from S. Bissell to Captain Crosman, dated January 7, 1838.

A letter from Captain Crosman to the Quartermaster General, dated April 13, 1838, enclosing affidavit on oath of John Darneille, dated April 11, 1838.

A letter from Captain Crosman to the Quartermaster General, dated April 28, 1838, enclosing vouchers Nos. 13, 22, and 25, dated June 13, 1837, June 21, 1837, and June 26, 1837, signed by John Darneille, and a letter from John Darneille to Captain Crosman, dated April 25, 1838.

Vouchers from abstract B of Col. Brant's accounts with the Quartermaster's Department for third quarter of 1837, Nos. 20, 21, 69, 70, 73.

Letters from Quartermaster General to Captain Crosman, November 22, 1837, December 13, 1837, February 14, 1838, April 18, 1838, and June 2, 1838.

A letter from Col. Brant to the Quartermaster General, dated September 1, 1838, enclosing—

A. Certificate of G. K. McGunnegle, August 27, 1838.

B. Statement of Bruen, Dubois, &c., August 25, 1838.

C. Statement of John Haverly, August 23, 1838.

D. Statement of Samuel Gracy, August 18, 1838.

E. Statement of G. K. McGunnegle, August 22, 1838.

F. Statement of — Srodes, May 26, 1838.

Letter from Colonel Brant to Captain Crosman, dated September 1, 1838.

Letter from Col. Brant to the Quartermaster General, September 12, 1838.

Brief of the allegations against Colonel Brant, and his replication.

The reading of the letters and documents being here ended, the court adjourned, to meet to-morrow at 10 o'clock.

THURSDAY, NOVEMBER 29, 1838.

The court met pursuant to adjournment.

Present: All the members.

The following letter was addressed to Colonel Brant, by direction of the court:

ST. LOUIS, November 29, 1838.

SIR: I am directed by the court of inquiry, of which Col. Cutler, 4th infantry, is president, to request you to furnish to the recorder of the court a list of all the witnesses you desire to have examined before it. The court desires, further, to know at what day the witnesses who have already been summoned at your request by the recorder may be expected. You are requested to state the residence of each witness.

Respectfully, your obedient servant,

J. F. LEE, Recorder.

To Lieut. Col. BRANT,

Deputy Quartermaster-General.

The following letter was addressed to Captain Crosman, by direction of the court:

St. Louis, November 29, 1838.

SIR: I am instructed by the court of inquiry in session at this place to request of you the names of all witnesses required in support of the matters of accusation or allegations against Lient. Col. Brant, deputy quartermaster general, as furnished by you to the Quartermaster General; as, also, the the places of residence of such witnesses, and a statement of the facts you expect to prove by each.

Respectfully, your obedient servant,

J. F. LEE, *Recorder.*

Captain G. H. CROSMAN,

Assistant Quartermaster, St. Louis, Mo.

The judge advocate and recorder presented to the court the following letter, which the court directed to be placed on the record :

To the President of the Court :

SIR: I inform the court that, before the court arrived in St. Louis, I, as judge advocate and recorder, sent out summonses to witnesses at the request of Colonel Brant and Captain Crosman. I thought this necessary and proper, and within my duty and authority. I now understand that the court considers that these summonses were issued improperly, and without due authority. I request that the court will express its opinion on this subject upon the record.

Respectfully, your obedient servant,

J. F. LEE,

Judge Advocate and Recorder.

The court directed the following note to be entered on the record :

As the court expressed no opinion *officially* upon the point submitted by the recorder, it having been introduced simply in an incidental conversation, the court thinks it unnecessary to express any decision thereon.

The court proceeded to examine the various papers submitted to it by the War Department, through the recorder of the court, with a view to ascertain such as seemed to contain matters of accusation ; when the following documents were directed to be placed on the record, as furnishing such matter. The other documents forwarded by the War Department will be found either attached in an appendix, or on the record as evidence, as hereinafter noted.

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, October 18, 1837.

SIR: I enclose, herewith, papers Nos. 1, 2, 3, ~~being~~ the order for a board of officers convened at my request to examine public horses, the report of the board, and auctioneer's bill of sales at auction of the horses examined.

These horses, originally purchased for dragoon service, were turned over to me by Major Brant ; and as it is a fact of public notoriety here, that the dragoon horses were pastured and fed by Major Brant on his own plantation, I thought it proper to ask a board of officers for the purpose of examining and reporting the causes of the poor unserviceable condition of

those above alluded to, more particularly as persons of respectability had informed me that the pasturage was miserably poor, and destitute of grass.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN, *Captain,*
Assistant Quartermaster.

Major T. Cross,
Quartermaster, and Acting Quartermaster General
U. S. Army, Washington, D. C.

P. S.—I have furnished Major Brant with a copy of this letter.

G. H. C.

[NOTE.—The papers referred to in this letter are placed as follows, in appendix : Nos. 1, 2, 3.]

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, October 21, 1837.

SIR: I consider it my duty to present to you the following facts, in relation to public rents of storehouses at this post.

The enclosed paper No. 1 is the statement of rents handed to me a few days previous to Major Brant's departure; and I find, on examination, that the quartermaster's store, stated to be rented of "G. K. McGunnegle" at \$83 33 $\frac{1}{3}$ cents per month, is a building occupied for three different departments, viz: the quartermaster's, purchasing, and Indian departments; the lower floor only being used as a quartermaster's store.

The subsistence storehouse is a light, wooden, frame building, also rented of the same person, at \$37 50 per month.

Finding the first building, which is of brick, and a good warehouse, occupied as before mentioned, and being informed that the disbursing agent of the Indian Department paid rent or storage for public supplies in the same building; and believing that Captain Spencer, the late military storekeeper here, had also paid similar rents for the public property in his charge, likewise in the same building, I addressed to Mr. McGunnegle two notes of inquiry, copies of which are enclosed, marked Nos. 2 and 3.

His answer to the first is also enclosed, marked No. 4; but the second one he declined answering in writing; returning, by my clerk, an evasive verbal answer.

Being determined, however, to understand this matter fully, if possible, and contemplating to hire another building if I could not learn how this was hired, I sought an interview with Mr. McG., and desired him to explain it. He observed that the *whole building* was rented and occupied by Major Brant, for the Quartermaster's Department, by the year, at \$1,000; that this rent was not too high, &c.; and offered to leave it to disinterested persons, &c. I replied, if this was the fact, it was certainly wrong to charge a double rent on the same building, by giving up part of it to the Indian Department, &c. To this he made no satisfactory reply, only remarking that warehouses were scarce, and wondering why I had not made these inquiries of Major Brant before he left here; (here I beg you observe the date of the statement of rents, which was only handed to me a few days before Major B.'s departure,) observing that he wished I would let it remain till his return, &c.

I informed Mr. McG. that, under the circumstances, I could not pay any more rents on these buildings until all the facts should be reported to you, inasmuch as there had been already a double rent paid him; and I also informed him that, after this month, we should not require the building rented for the subsistence store.

Captain Hitchcock, military disbursing agent of the Indian Department, informs me that no bill for rent or storage has been presented to him for the last quarter, ending 30th September, 1837; nor do I know that any charge of this kind was made against the military storekeeper for this quarter; but I do know that, in the second quarter of this year, Captain Hitchcock paid an account of this kind for goods in this building, and still remaining there.

Now, as it is notorious here, that both of these buildings are owned wholly or in part by Major Brant, quartermaster United States army, I have deemed it doubly my duty to submit the foregoing facts to you, in order that you may direct me in this matter what course to pursue.

In conclusion, I beg to remark, that such details as the above, imputing irregularities and abuses to others, are always disagreeable and unpleasant; and rendered doubly so in the present instance, from the fact, which is well known here, that there exists no very friendly feelings between Major Brant and myself; and I assure you nothing but a sense of public duty could have produced them from me.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN,
Captain, and Assistant Quartermaster.

Major T. Cross,
Acting Quartermaster General, Washington, D. C.

[NOTE.—The papers referred to, and enclosed in this letter, are placed as follows in the appendix: Nos. 4, 5, 6.]

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, December, 13, 1837.

SIR: I received some days since your letter of the 22d November ult., with its enclosures, on the subject of public storehouses at this post.

By the statement of rents for this object, left with me by Major Brant a few days before his departure, it appears that the rent of the two buildings alluded to was \$1,450 per annum, viz: quartermaster's store \$83 33 $\frac{1}{3}$ per month, and subsistence store \$37 50 per month, and rented by the year, as Mr. McGunnege informed me.

For fear that I might possibly have done Major Brant ~~in~~ justice, and, though credibly informed, misapprehended the facts, I have made diligent inquiries, in as quiet a manner as possible, the results of which are herewith enclosed in the shape of letters from Captains Hitchcock and Kingsbury—the former, disbursing agent for the Indian Department; and the latter, military storekeeper, (recently appointed;) and also from John McCausland, Esq., late assessor for taxes in this city and county, marked Nos. 1, 2, 3; by which it will be seen that my statement of the 21st October, on this subject, was correct in every particular.

In relation to the facts reported in my letter of the 18th October, as to the pasturing and feeding United States horses and mules, it may also be

proper to remark, that having been informed by a Mr. Kimball (who said he had the care of these horses, &c., whilst they were at pasture) that "the reason why Major Brant took them upon his own plantation was because no pasturage of a proper kind could be had in this neighborhood," I made the inquiry of Captain Hitchcock, (who had purchased horses about the same time for the Indian Department,) to which paper No. 4 is his reply; and, in conclusion, I will add, that the following named gentlemen are amongst those who saw the animals whilst they were at pasture on Major Brant's plantation, and have spoken of it to me, viz: Doctor Hardage Lane, Enoch C. March, Esq., Mr. B. W. Alexander, George Collier, Esq., J. McCausland, Esq., Mr. John B. Sarpy, of this city, Lieutenant G. Griffin, and Major Massias, United States army, and several others. It is proper to say, however, that the same man, (Kimball,) mentioned above, asserts (which I do not doubt) that the *grass* of the pasture was not entirely relied on for food; but that, in addition to a field of green corn, the horses were also fed with hay and corn, &c.; and that they did much injury to the plantation, &c. With these circumstances I have nothing to do, whether they be true or false; and I mention them here merely because they were not reported to me before. The main fact is still the same, and cannot be denied, that the horses and mules were pastured and fed by Major Brant on his own plantation, and, it is fairly inferrible, for his own emolument. At any rate, such is the belief of a large and respectable portion of this community; and it is due to Major Brant and the public service that these mal-practices should be inquired into, and thoroughly investigated at the proper time.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN,

Captain, and Assistant Quartermaster.

Major T. CROSS,

Acting Quartermaster General, Washington City, D. C.

[NOTE.—The papers referred to, and enclosed to the Quartermaster General in this letter, are placed as follows in the appendix: Nos. 7, 8, 9, 10.]

ASSISTANT QUARTERMASTER'S OFFICE,

St. Louis, January 9, 1838.

SIR: Your letter of the 13th ultimo was received some time since, and should have been sooner attended to, but for the delay and difficulty I had to find such a person in the vicinity as "William Dowler," one of those who it is said foraged and kept public horses here last summer, as no one knew of any man of that name who had ever kept horses hereabouts.

At length, however, I succeeded in finding a man of this name, who is a poor hard-working laborer, and apparently a very simple honest Irishman.

The enclosed memorandums, Nos. 1 and 2, taken at the time by my clerk (Mr. Johnson) and myself, of the conversations I had with this man, and to which I respectfully refer you, will show what part Mr. Dowler had in feeding the horses.

One of the other persons, "John Kimball," I also saw; and for his statement on the subject, which was also taken down immediately after it was

given, both by myself and Captain Eaton, (who happened to be present,) I refer you to the enclosed papers, Nos. 3 and 4.

"J. O. Bradshaw," the other person named in your letter, has not been in this city for some months; and went, I learn, to Florida with the dragoons.

The prices charged for keeping the horses are indeed very high, and much above the usual rates for similar services in this neighborhood, even when the animals are well fed with grain,

The enclosed papers, marked Nos. 5 and 6, are statements from two of the most respectable commission houses in this city who deal in grain, showing the current prices of corn and oats in this market at the time referred to; and papers Nos. 7 and 8 are from two of the most respectable and extensive livery-stable keepers in the city, on the same subject, and also stating what they would have kept the horses for at livery.

Paper No. 9 is a letter from Lewis Bissell, Esq., formerly of the United States army, of whom I made inquiries on the subject; and from his high unimpeachable character in this community, and the fact of his plantation adjoining that of Major Brant—his residence actually overlooking the pasture in which the horses were kept, so as to bring them under his daily observation—entitles his statement to the most unquestionable confidence and belief.

Similar statements to the above could, I presume, be multiplied to any extent; but I consider it unnecessary.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN,

Captain, and Assistant Quartermaster.

Major T. CROSS,

Acting Quartermaster General, Washington, D. C.

[NOTE.—The papers referred to, and enclosed in this letter to the Quartermaster General, are placed as follows in the appendix: Nos. 11, 12, 13, 14, 15, 16, 17, 18, 19.]

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, April 13, 1838.

Sir: In compliance with your instructions of the 22d November, 1837, and from a sense of duty to the Government, I have obtained, and now enclose to you, herewith, a letter from Mr. John Darneille, the contents of which are duly attested before a magistrate of this city.

This letter discloses some irregularities of Major Brant as quartermaster, which are of a very serious character. It appears that horses for the public service were purchased with private notes of hand, and, after being kept at some considerable expense for two or three months, were condemned by a board of officers as unfit for service, and sold on account of the United States at public auction; the public thus sustaining three successive losses by the transaction, viz: first, by the purchase; next, the expenses and keep; and, finally, when sold at auction.

I will merely add, that the above transactions, with several others of a similar kind, have been the frequent and public topics of conversation in this city during the past winter. I had often heard them, but declined

noticing them officially, until put in writing, and properly authenticated by the signature of a respectable person. I have but little acquaintance with Mr. Darneille, but believe his standing is respectable in this community. He was apparently considered so by Major Brant, who confided in his honesty as an agent to purchase horses; and Mr. Darneille declares he can prove by others the transactions detailed by himself.

Other written statements are, I learn, in preparation, disclosing malpractices at this station, which, if duly authenticated and presented to me, I shall feel it my duty to submit to you.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN,

Captain, and Assistant Quartermaster.

Major T. CROSS,

Acting Quartermaster General, Washington, D. C.

P. S.—In compliance with the request of Mr. Darneille, I desire you will cause copies of the accounts to which he alludes may be furnished to this office.

G. H. C.

[The paper enclosed in this letter is placed in the appendix, No. 20.]

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, April 28, 1838.

SIR: I have received your letter of the 18th instant, with its enclosures; and I now enclose to you another letter from Mr. Darneille, containing the information required.

Before showing him the accounts, he gave me a list of the prices, in presence of my clerk, a memorandum of which I yet have, corresponding exactly in the total amount, and similar in several of the items with the list contained in the enclosed letter.

Mr. Darneille says he received from Major Brant fifty dollars for his services, and to defray the expenses of the animals purchased during his trip to Franklin county; thirty of which, Major Brant stated, would be charged to the United States, and the remaining twenty dollars to his (Major Brant's) private account. Only one of the notes of Walker, each of which was for \$500, was collected in horses, &c.; and this is the reason why he is enabled to recollect so positively the whole sum allowed for the animals, as well as the price of each.

The copies of the accounts are herewith returned.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN,

Captain, and Assistant Quartermaster.

Major T. CROSS,

Acting Quartermaster General U. S. Army.

[NOTE.—The letter here enclosed is placed in the appendix, No. 30.]

*The court adjourned to meet to-morrow at 12 o'clock.

FRIDAY, NOVEMBER 30, 1838.

The court met pursuant to adjournment.

Present : All the members.

The recorder presented to the court a letter received from Colonel Brant, in reply to the letter addressed to him on yesterday, and presenting a list of witnesses he wishes to have examined by the court. This letter is placed in the appendix, No. —. Also, a letter from Captain Crosman, in reply to the call of the court on yesterday, containing a list of witnesses, with a statement of the facts to which he thinks each may testify. This letter is in appendix, No. 21. Also, the following letter from Captain Crosman, which the court, considering it to contain new matter of accusation against Colonel Brant, directed to be placed on the record, as follows :

ST. LOUIS, Mo., November 30, 1838.

SIR : On the subject of rents of buildings, &c., at this post, for public purposes, by Lieutenant Colonel Brant, I have recently learned that the cash-book of the Indian Department, now in the hands of Major Hitchcock, military disbursing agent for that department, will show that rents are there charged to the United States for an office for the Indian Department, purporting to have been rented of G. K. McGunnegele and William Hill, which office is the same one then and now occupied by Lieutenant Colonel Brant for the quartermaster's department, and which is located in his own dwelling-house : thus apparently presenting another instance of double rent upon his own property.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN,

Captain 6th Infantry, Assistant Quartermaster.

Lieutenant J. F. LEE,

Recorder, &c.—Present.

[NOTE.—A copy of this letter, by direction of the court, was furnished to Colonel Brant.]

The court adjourned to meet to-morrow at 10 o'clock.

SATURDAY, DECEMBER 1, 1838.

The court met pursuant to adjournment.

Present : All the members.

Captain G. H. CROSMAN, United States army, being duly sworn as a witness, says :

On my arrival at St. Louis, in September, 1837, with orders to relieve Major Brant in the duties of the quartermaster's department at this place, and after having received from him most of the public property in his charge, he informed me that he had some public horses to turn over to me, which, he said, had been left by the dragoons, and were unfit for service ; that he supposed I would have to sell them at auction ; that he did not know that it was necessary to have a board of survey upon them, inasmuch as they would be invoiced to me as unserviceable. He observed that the horses were in a livery stable, where I could see them—describing

the place where they were. I went and saw the horses—nine, I believe. I asked the man who appeared to have charge of them, and whose name I learned afterwards was Bruen, what was the cause of their poor condition ; they were in a shed attached to the livery stable. He replied—

[Colonel Brant objected, that the reply of Bruen was hearsay, and not evidence, and ought not to be heard.

The court was cleared, and, after deliberation, the court decided that the witness may continue his evidence, and deliver the statement of Bruen.]

Captain Crosman continued : Bruen replied, ["To tell you the truth, sir, these horses were half starved on Major Brant's pasture." I expressed some astonishment, and he repeated the assertion ; but observed, he wished I would not tell Major Brant, as they were very good friends, and Kimball, his partner, not himself, had been concerned in keeping the horses.]* I addressed a letter to General Gaines, requesting of him to institute an inquiry by a board of officers to inquire into the cause of the unserviceable condition of these animals, in the hope that the board would be able to report fully what that cause was. In sending on the copy of the report of the board to the Quartermaster General, after the sale of the animals at auction, I felt it my duty to report the facts which are contained in my letter of 18th October, 1837. The acting Quartermaster General, in acknowledging the receipt of that letter, forwarded to me a list of the prices paid for foraging United States horses, with the names of the persons to whom the money had been paid, and directed me to see those persons, and inquire of them as to the mode of treatment which the horses received ; and inasmuch as the prices paid for keeping the horses appeared to him too high, he also directed me, in investigating the matter, to report to him the current prices, in this market, of the forage ration, during the time the horses were kept ; which I accordingly complied with.

A few days after Major Brant left here for Florida, in the fall of 1837. After having been relieved by me, he sent to me a list of public rents, agreeably to regulations, which were under contract for the United States, in the following terms and figures, to wit :

"Statement of amount paid for rent of quarters and storehouses at St. Louis, Missouri.

Quartermaster's store, G. K. McGunnegle	-	\$83 33½	per month.
Subsistence store, G. K. McGunnegle	-	37 50	per month.
Paymaster's office, C. Tiffen	-	10 00	per month.
Subsistence office, J. B. Sarpy	-	10 00	per month.

ST. LOUIS, October 13, 1837.

J. B. BRANT, Quartermaster."

[NOTE.—Original of the above in appendix, No. 22 ; and Colonel Brant, in court, admits it to be authentic, and his official act.]

Captain Crosman, in continuation : A few days afterwards I wrote a note to Mr. McGunnegle, in the following terms :

* See page 24, with reference to the words between brackets.

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, October 16, 1837.

SIR: In the statement of rents handed to me the other day by Major Brant, is the following, viz:

Quartermaster's store, G. K. McGunnege	- \$83 33½ per month.
Subsistence store, G. K. McGunnege	- 37 50 per month.

Please inform me what part of the building now occupied by the United States is designated for the quartermaster's store; and also the room or building, and its size, rented for the subsistence store.

Respectfully, your obedient servant,

G. H. CROSMAN,
Capt. and Assistant Quartermaster U. S. A.

Messrs. McGUNNEGLE & WAY,
Commission Merchants.—Present.

[NOTE.—A certified copy of this note at No. 5 of the appendix.]

In reply to this note, I received a note signed G. K. McGunnege, in which he stated how the building was situated, and that it was occupied by the quartermaster's department. I addressed then a second note to G. K. McGunnege, in the following terms:

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, October 19, 1837.

SIR: In your note of the 17th instant, in reply to mine, you state that the brick building situate on the corner of Second and Vine streets has been occupied by Major Brant for the use of the quartermaster's department.

Will you now have the goodness to explain upon what principle it is, that rent for public property stored in this building has been charged to the Indian department and military storekeeper.

Very respectfully, your obedient servant,

G. H. CROSMAN,
Captain and Assistant Quartermaster.

Mr. McGUNNEGLE,
Commission Merchant.—Present.

[NOTE.—A certified copy of this note at No. 6, of the appendix.]

In answer to which, I received by my clerk, Mr. McDonald, a reply to this effect: That he knew nothing about the building, further than that the whole of it was rented to the quartermaster's department, and that he had not been in it for months. I then called on Mr. McGunnege, to inquire about the rent of this building; to learn from him, if possible, how it happened that a warehouse, which had been stated by Major Brant to me to be rented for the quartermaster's department, was occupied by three different departments, nay, four, viz: quartermaster's, subsistence, military storekeeper's, and Indian departments; property belonging to all which departments I had previously found, on examination, was stored in that building, and a rent or storage charged to the Indian department, and paid by Major Hitchcock, military disbursing agent. Mr. McGunnege could not, or did

not, give me the information I sought, and apparently was ignorant of the manner in which the building was occupied. He observed, on my saying to him that it was wrong to charge double rent on the same building, that he knew it was wrong; that warehouses were scarce, and the rent of this one not too high; that this building was rented to Major Brant for \$1,000 per annum; that he was willing, if I chose, to leave it to disinterested persons to say what it was worth; I remarked that it was not the price charged on the building, but the double rent, that I was dissatisfied with; and that I should pay no more rents to him until all the facts were submitted to the Quartermaster General. I accordingly abandoned both buildings, (the rents of which amounted to \$1,450 per annum,) and hired another building for \$750 per annum, equally, if not better, adapted to the public service, in which all the departments above mentioned were accommodated. This building, rented for \$750 by me, was occupied for the purposes stated, from that time until Major Brant's return from Florida, and my relief by him at this post; when that building was vacated by order of Lieutenant Colonel Brant, with the exception of the military storekeeper's supplies, and the quartermaster's property again placed in the building before referred to, and rented of G. K. McGunneagle.

Question by court. Do you, or do you not, know that Colonel Brant was privy to double rent being paid for the house in which the stores of the United States were placed, as stated by you?

Answer. I do not know it myself, but I believe it, from the fact that the statement of rents, already admitted by Colonel Brant to be his official act, shows that a rent on this building was charged to the quartermaster's department; and the cash-book of the Indian department, in possession of Major Hitchcock, exhibits a charge for Indian goods stored in that building at the same time: both in the handwriting of Major Brant's confidential clerk.

Question by court. Was the building you hired for \$750 per annum as large as the one for which a higher rent had been paid by Lieut. Col. Brant? was it fully sufficient for the accommodation of the public service, and in a part of the city where rents were equally dear with the other, or where the public service was as conveniently accommodated?

Answer. The building hired by me was larger, considerably, on the floor, than the one rented by Colonel Brant. I will explain: the one rented by Colonel Brant is a brick building, three stories high, and a good spacious warehouse, situated on corner of Second and Laurel streets, convenient to the business part of the city, and near the river; the one hired by me is situated quite as near the river, and quite as convenient for the public business, on Walnut street, near the market: it is more convenient for the public purposes for which it is rented, because it is a one-story house, and all the supplies have merely to be rolled in from the street, instead of having to be hoisted up, as in the other building. And it is quite large enough on that floor, and on the loft, for all the supplies of all the departments that were then here, or may at any time be reasonably expected to accumulate at this dépôt: its dimensions being near 5,000 square feet on the ground-floor, and having a loft partly laid with plank, upon which a large amount of public supplies might at any time be stored. I cannot answer positively as to the relative rents of buildings in different parts of the city, but I am inclined to believe that there is no great difference in this respect between these two localities.

Question by court. Do you know that the house you hired could have been procured, or one equally convenient, at the same rent, at the time that the one on the corner of Second and Laurel streets was procured by Col. Brant?

Answer. I do not, because the one at the corner of Laurel and Second streets was erected several years since, for the purpose, I believe, of being rented to the United States, and has been, for several consecutive years, thus rented. The one hired by me was erected within the last two years, and, therefore, could not have rented at the time the other was *first* rented. As to any other suitable building at that time, I do not know, but believe there could have been such a one got.

Question by court. You have alluded in your narrative to double rents having been charged: do you know that such double rent was paid by Colonel Brant?

Answer. I do not.

Question by court. Who was the owner of the storehouse engaged by Lieut. Col. Brant, or for whose pecuniary benefit was the store rented?

Answer. I believe, Lieut. Col. Brant; and my belief is founded on the records of the circuit court of St. Louis county, (copies from which I here present to the court,) and upon the evidence of Captain N. J. Eaton before this court.

[NOTE.—The court directed these deeds to be here copied upon this record; and the certified copies furnished to be placed in the appendix, Nos. 23, 24, and 25.]

This deed, made this 31st day of December, in the year of our Lord 1829, between Peter Choteau, sen., of the one part, and John Goodfellow, of the second part, both of the city and county of St. Louis, in the State of Missouri, witnesseth: That the said Peter Choteau, sen., for and in consideration of the sum of thirteen hundred dollars to him in hand paid by the said John Goodfellow, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, he, the said Peter Choteau, sen., hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said John Goodfellow, his heirs and assigns forever, all that certain lot, piece, or parcel of ground lying and being situate in the city of St. Louis aforesaid, containing 49 feet fronting westwardly on Second Main or Church street, and running eastwardly 137 feet; bounded westwardly by said Second or Church street, northwardly by Laurel street, eastwardly by an alley which separates the same from a lot of said Peter Choteau, sen., and southwardly by a lot of said Peter Choteau, sen., being part of a larger quantity confirmed to said Peter Choteau, sen., by the board of commissioners, and in block No. 28: to have and to hold the said granted and bargained premises, together with all and singular the privileges and appurtenances to the same belonging or in anywise appertaining unto him, the said John Goodfellow, his heirs and assigns, and to his and their proper and only use, benefit, and behoof forever, free and clear of all incumbrances whatever.

In witness whereof, the parties to these presents have hereunto set their hands and seals, day and date above written.

PETER CHOTEAU, [SEAL.]

Test:

ALBERT TISON,
M. P. LEDUC.

STATE OF MISSOURI, }
County of St. Louis, } ss.

Be it remembered, that on this 31st day of December, in the year of our Lord 1829, before me, Marc Philip Leduc, a justice of the county court in and for the county aforesaid, came and appeared Peter Choteau, sen., who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing, as having executed the same, and acknowledged the said instrument to be his act and deed, for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

M. P. LEDUC,
Justice County Court St. Louis county.

Recorded January 14, 1830.

ARCHIBALD GAMBLE, *Recorder.*

STATE OF MISSOURI, }
County of St. Louis, } ss.

I, John Ruland, clerk of the circuit court, and *ex officio* recorder within and for the county aforesaid, certify the foregoing to be a true and correct copy of a deed of conveyance from Peter Choteau, sen., to John Goodfellow, as the same remains on record in my office, (book P, page 350.)

In testimony whereof, I have hereunto set my hand, and affixed the seal
[L. S.] of said court, at office, in the city of St. Louis, this 22d November, 1838.

JOHN RULAND, *Recorder.*

This indenture, made and concluded at the city of St. Louis, in the State of Missouri, this 4th day of January, in the year 1830, between John Goodfellow and Elizabeth Goodfellow, his wife, of the first part, and Joshua B. Brant, of the second part, all of the city and State aforesaid, witnesseth: That the said party of the first part, for and in consideration of the sum of \$1,300, lawful money of the United States, to them in hand paid before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged,) do grant, bargain, and sell, as by these presents they grant, bargain, and sell, unto the said party of the second part, his heirs and assigns forever, all that certain lot, piece, or parcel of ground, situate, lying, and being in the city of St. Louis aforesaid, containing 49 feet fronting westwardly on Second Main or Church street, and running eastwardly 137 feet; bounded westwardly by said Second or Church; northwardly by Laurel street, eastwardly by an alley which separates the same from a lot the property of Pierre Choteau, sen., and southwardly by a lot also the property of Pierre Choteau, sen.; the lot hereby sold and conveyed being part of a larger quantity confirmed to said Pierre Choteau, sen., by the board of commissioners, and in block No. 28 on the plat of said city, and is the same lot, piece, or parcel of ground sold and conveyed by said Choteau to said John Goodfellow, by deed bearing date 31st December, in the year 1829: to have and to hold the said bargain and sold premises, together with all and singular the privileges and appurtenances thereto in anywise appertaining or belonging unto him, the said Joshua B. Brant, his heirs and assigns forever. It being fully understood and agreed upon, however, between said parties of the

first and second part, that the covenant which is created by the words grant, bargain, and sell, shall not be construed to extend beyond a covenant on the part of said party of the first part that they will defend the title herein conveyed to said party of the second part, against the claim or claims of any person claiming title to said premises by, through, or under them.

In testimony whereof, the said party of the first part have hereunto set their hands, and affixed their seals, at the city of St. Louis aforesaid, the day and date first above written.

JOHN GOODFELLOW. [SEAL.]
ELIZABETH GOODFELLOW. [SEAL.]

Signed, sealed, and delivered in presence of—

J. V. GARNIER.

The word "the" interlined before execution and delivery.

County of St. Louis, ss.

Be it known, that on the day of the date hereof, personally appeared before the subscriber, a justice of the peace in and for the county aforesaid, John Goodfellow and Elizabeth Goodfellow, whose names are subscribed to the foregoing instrument of writing, and who are personally known to be the persons whose names are subscribed to such instrument of writing, as having executed the same, and acknowledged such instrument of writing to be their act and deed, for the purposes therein mentioned; and the said Elizabeth, the wife of the said John Goodfellow, being by the said justice examined separately and apart from her said husband, and made acquainted with the contents of the said deed, made her acknowledgment that she executed the same, and relinquished her dower to the premises therein described voluntarily and freely, without the compulsion or undue influence of the said husband, and does not wish to retract.

Given under my hand this 4th day of January, 1830.

J. V. GARNIER, J. P.

[NOTE.—The words "to be," in the tenth line above this, are written over an erasure in the original; so are the words "the persons."]

Recorded, January 14, 1830.

ARCHIBALD GAMBLE, Recorder.

STATE OF MISSOURI, }
County of St. Louis, ss.

I, John Ruland, clerk of the circuit court, and *ex officio* recorder within and for the county aforesaid, certify the foregoing to be a true and correct copy of a deed of conveyance from John Goodfellow, and Elizabeth, his wife, to Joshua B. Brant, as the same remains on record in my office, (book P, page 351.)

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at office, in the city of St. Louis, this 22d day of [L. s.] November, 1833.

JOHN RULAND, Recorder.

[NOTE.—Certified copy of said deed in appendix, No. 23.]

This deed, made this 16th day of July, in the year of our Lord 1830, between Peter Choteau, sen., of the first part, and Joshua B. Brant, of the second part, both of the city and county of St. Louis, and State of Missouri, witnesseth: That the said Peter Choteau, sen., for and in consideration of the sum of \$600 to him in hand paid at and before the ensembling and delivery hereof, (the receipt whereof is hereby acknowledged, and thereof acquit and forever discharge the said Joshua B. Brant, his heirs, executors, and administrators,) hath granted, bargained, sold, conveyed, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, enfeoff, alien, convey, and confirm unto the said Joshua B. Brant, his heirs and assigns, all that certain lot, piece, or parcel of ground, lying and being situate in the city of St. Louis aforesaid, in block No. 28, and containing 23½ feet fronting westwardly on Second street, and running eastwardly 137 feet; bounded westwardly by said Second street or Church street, which separates the same from the lot of Pierre Barribeau, northwardly by the lot of said Joshua B. Brant, eastwardly by an alley which separates the same from the lot of said Pierre Choteau, sen., and southwardly by lot of said Pierre Choteau, sen., (the northern boundary of the said lot being at the distance of 49 feet northwardly from the southern edge of Laurel street;) together with all and singular the privileges and appurtenances thereunto belonging or in anywise appertaining: to have and to hold the said granted, bargained, and sold premises, together with all and singular the privileges and appurtenances to the same belonging or in anywise appertaining unto him, the said Joshua B. Brant, his heirs and assigns, and to his and their proper and only use, benefit, and behoof forever, free and clear of all incumbrances whatsoever.

In witness whereof, the parties to these presents have hereunto set their hands and seals on the day, month, and year first above written.

PIERRE CHOTEAU. [SEAL.]

Test: M. P. LEDUC.

The word "Brant" valid.

STATE OF MISSOURI, {
County of St. Louis, } ss.

Be it remembered, that on this 16th day of July, in the year of our Lord 1830, before me, Marc Philip Leduc, a justice of the county court in and for the county aforesaid, came and appeared Peter Choteau, sen., who is personally known to me to be the person whose name is subscribed to the foregoing instrument in writing, as having executed the same, and acknowledged the same to be his act and deed for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

M. P. LEDUC,

Justice County Court St. Louis county.

Recorded July 19, 1830.

ARCHIBALD GAMBLE, Recorder.

STATE OF MISSOURI, {
County of St. Louis, } ss.

I, John Ruland, clerk of the circuit court, and *ex officio* recorder within and for the county of St. Louis aforesaid, certify the foregoing to.

be a true copy of a deed from P. Choteau, sen., to Joshua B. Brant, as the same now remains on record in my office, (book Q, page 74 and following.)

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at office, in the city of St. Louis, this 22d day of [L. S.] November, 1838.

JOHN RULAND, *Recorder.*

Colonel Brant here stated to the court that he wished no concealment in this matter; and that some days before the meeting of the court he had offered to the recorder the original deeds for the inspection of the court, which the recorder admits to be correct.

Captain CROSMAN, in continuation:

Question by court. Are you sure that the storehouse you state as having been hired by Colonel Brant stood on the identical lots referred to in the deeds furnished the court?

Answer. I believe so.

Colonel Brant admits to the court that the store in question does stand on the ground described in the deeds.

Question by the court. You have spoken of dragoon horses turned over to you in bad condition; state particularly their condition when you received them.

Answer. They were very poor, and some of them lame.

Question by court. Have you any personal knowledge of any delinquency on the part of Colonel Brant, in reference to said horses, by which they became in bad condition?

Answer. No.

Question by court. Do you know, or not, whether these horses and some public mules were at any time fed on or in a pasture belonging to Colonel Brant? If so, state the circumstances attending it.

Answer. I do not know.

Question by court. What were the prices of forage immediately preceding the period, when the horses were transferred to you?

Answer. I have no means of knowing.

Colonel Brant presented the following note to the court, which was directed to be recorded:

Lieutenant Colonel Brant protests against any witness being permitted to give hearsay for testimony, and objects to all such statements being received as evidence, or permitted to go upon the records of the court; and prays that if any hearsay statements have been admitted, the same may be revised, and excluded from the record:

The court adjourned to meet on Monday, at 10 o'clock.

MONDAY, DECEMBER 3, 1838.

The court met pursuant to adjournment.

Present: All the members.

The court considered Colonel Brant's objections, presented on Saturday, to the evidence which had been received. The court revised the record of Saturday, and find nothing that they consider inadmissible, except the

hearsay statement of Bruen, which accordingly they directed to be stricken from the record, commencing after the words, on page 16, "Bruen replied," to the words "I addressed," on the same page.

Captain Crosman desired to correct that part of his testimony on Saturday, where it is stated that the building hired by Colonel Brant for the quartermaster's department is a three-story building. He desires now to state that it is a two-story brick building, and the one hired by himself was a wooden building.

Captain CROSMAN's testimony continued :

Question by Colonel Brant. Did you not hold conversations with any other person than Mr. Bruen, relative to the causes which produced the bad condition of those horses? If so, state it, and with whom held.

Answer. I did, with many persons, and at various times. I cannot now recollect exactly when, but about the time I relieved Major Brant, that being a common topic of conversation in this city. I was the recipient, not the promulger, of the malpractices alluded to. Amongst the persons alluded to, I will name Major Hitchcock, United States army; Captain Kingsbury, United States army; Major Massias, United States army; Doctor Hardage Lane, of this city; Captain Daniel Bissell, of this neighborhood; George Collier, Esq., of this city; Mr. McDonald, my clerk; Mr. J. S. Johnson, formerly my clerk, now an officer of the army; Captain N. J. Eaton; Mr. Beebe, of the house of Hempstead, Beebe, & Co., and many other persons.

Question by Colonel Brant. By whose authority were the nine horses turned over to you by Major Brant in October, 1837, sold at auction? About what time were they sold? And what rate per week did you pay for their keeping during the time they remained in your possession?

Answer. By my authority, and upon the report of the board of survey, which condemned them. They were sold about the middle of October, I think. I do not remember what I paid for their keeping; my vouchers will show, which I will produce to the court when I can refer to them.

Question by Colonel Brant. You have spoken of double rent being charged for the brick building hired by Colonel Brant, at the corner of Laurel and Church streets; will you please to explain what you mean by saying that double rent was charged for this building?

Answer. I mean to say that the brick building referred to, being already rented to the United States for the quartermaster's department for \$1,000 per annum, on an estimate made of it at the request of Major Brant by two citizens of this city, rent or storage for Indian goods was also charged to the United States while such goods remained in the same building; thus adding to the \$1,000, for which the building was rented, the additional amount thus paid for storing the Indian goods.

Question by Colonel Brant. You have stated that you learned rent was paid for the brick building by the Indian department, the subsistence department, and the military storekeeper, besides the rent paid by the quartermaster's department; will you please inform the court how, and from whom, you obtained this information? Whether it was ascertained by inquiries made by you, or furnished unsolicited and gratuitously by others? If so, name the individuals.

Answer. I have not stated, as the question supposes, that rents were either charged or paid by any of the departments having supplies stored in the building referred to, except by the quartermaster's department and the

Indian department. I said that the building was *occupied* by goods or property belonging to those different departments.

I will state how I came by the information that a double rent had been paid on this building. By the statement of rents made to me by Major Brant, (which is now on the files of this court, and acknowledged by Major Brant to be his own official act,) I learned that two buildings were rented for the quartermaster's and subsistence departments—one of them at the rate of \$1,000 a year, the other at \$37 50 per month; and on visiting the buildings, I discovered that they were occupied as before stated—the first of these buildings having in it supplies for the quartermaster's department, the subsistence department, the Indian department, and the military store-keeper. I very naturally, as was my duty, set about inquiring of the person from whom the building was said to be rented, (G. K. McGunnegle,) how this state of things happened—how it occurred? The result of these inquiries of Mr. McGunnegle are already before the court in my former testimony. I will add, that I do not remember that any information, with regard to the occupation of the building, was given to me by any person unsolicited by me. I recollect that I inquired of Major Hitchcock, who had charge of the Indian goods, and he informed me that he had paid storage on them for one quarter ending 30th June, 1837; but that no bill for storage had been presented to him for the quarter ending in the month when I relieved Major Brant, viz: September, 1837.

Question by Colonel Brant. What are those items of rent which, when added together, make up the amount of double rent which you say was charged for the warehouse rented by Major Brant?

Answer. The items of double rent are embraced in the charge made for the quartermaster's department, which, at \$83 33 $\frac{1}{3}$ per month, amounts to \$1,000 per annum, the price for which the whole building was hired; and the additional charge (the amount of which I do not now precisely recollect) made against the Indian department for goods stored in that building at the same time. The cash-book of the Indian department, in possession of Major Hitchcock, shows two items of charge, embracing the amount paid by Major Hitchcock and Major Brant for storage on those goods for the first and second quarters of 1837.

Question by Colonel Brant. Do you believe that the warehouse rented by you was as safe a place for the storage of the public property as that which was rented by Colonel Brant? Would insurance have been effected upon it?

Answer. I do think it as safe a place. Whether insurance could be effected, I do not know. The reason why I believe that the public property was as safe in the building I hired as in that rented by Colonel Brant, is this: that the latter building, although of brick, had adjoining to it two frame wooden buildings; and that the one I hired, although a frame wooden building, had adjoining to it, and separated by an alley of some ten or twelve feet, only one building, and that of brick; the rest of the ground, for some distance around, being vacant. And from its being a one-story building only, provided with four large folding-doors, which opened into the street, and wide enough to admit the widest packages usually transported, the public property could, in the event of fire, have been much more rapidly removed to a place of safety. Besides, this building had neither a fire-place nor a stove in it, none being allowed by my orders; whereas the other building had, I believe, a stove in the second story.

Question by Colonel Brant. Do you believe that the warehouse rented by you was worth as much per annum as the one rented by Major Brant?

Answer. For the public purposes, it was; for some commercial purposes, not.

Question by Colonel Brant. When did you transfer the stores of the quartermaster's department from the brick warehouse to the one rented by you? And please also state in what part of this city you resided at the date of the transfer.

Answer. As near as I now recollect, the transfer took place about the 1st April, 1838, that being as soon as the warehouse was finished and separated into compartments, which I had rented. I resided about that time on Fourth street, near the court-house, about 200 yards south of the court-house, between Market street and Walnut street, about midway.

Question by Colonel Brant. Please state whether you did not apply to relieve Major Brant, as acting quartermaster at St. Louis, when he was ordered to Florida?

Answer. I state not; positively not.

Question by Colonel Brant. State whether you were not desirous of being permanently stationed at St. Louis, in the quartermaster's department; and whether you did, or did not, consider Major Brant an impediment to your so being.

Answer. I never had such a thought that Major Brant was the impediment to my being stationed here; well knowing that there were other officers of rank between us, whose right it would be to occupy this station before me; though I would be pleased to be stationed here, on account of private interests and my friends.

Question by Colonel Brant. State whether, when in Washington city, in the year 1837, on your return from Florida, you had not conversations with persons there in relation to the official conduct of Major J. B. Brant; and, if so, the character of those conversations, and with whom held.

Answer. I had conversations with persons in Washington at the time alluded to, on the subject of Major Brant's official conduct; on what particular subject of his conduct I do not distinctly remember. I conversed with Major Cross, the acting Quartermaster General, on the subject of the department generally, and its officers; more particularly relative to the operations of the department in Florida. I conversed, also, with a private friend, who was employed in Washington, in one of the offices, on the same subject, in which Major Brant's name was mentioned. I recollect distinctly one of the subjects on which I conversed, and which had been frequently before the subject of conversation between us: it had reference to a contract made by Major Brant at this post in 1830, for the transportation of troops from Jefferson barracks to the Walnut Hills, with which detachment I was on duty.

Question by Colonel Brant. Please state whether, within the last two years, letters have been addressed by you to any one in the bureau of the Quartermaster's Department at Washington city, touching the official conduct of Major Brant, other than those that you wrote to the acting Quartermaster General, since the 1st of October, 1837: and if so, to whom? and the date and character of such letters?

Answer. Yes. I do not remember the dates of my private letters to my friend. To the rest of the question I decline answering; and I submit my reasons in writing, as follows:

My reasons for declining to give the name of my friend are—

1st. That it would be a breach of private confidence and friendship, which all good and honorable men detest and abhor.

2d. [See page 30, for reason of this erasure.]

3d. The disclosure of his name can do no possible good to any individual, nor to the public, as his only offence, if any, is being my private confidential friend and correspondent.

Respectfully submitted to the court.

The court sustained the objections of the witness, and decided that the name of the person alluded to need not be divulged.

Question by Colonel Brant. State whether, in your letters to your private friend, you made suggestions of official misconduct on the part of Major Brant; and, if so, of what you accused him.

Answer. Yes. I do not remember, at this moment, all the matter of accusation mentioned in my letters, some of which contained matters within my own knowledge, and others of general report and belief in this community; some of these matters are now before the court, and the rest will be presented in due time.

Question by Colonel Brant. You spoke of conversing with Major Cross at Washington, in the year 1837, relative to Major J. B. Brant; state whether, in the course of conversation with him, you suggested that Major Brant had been guilty of official misconduct, and its nature.

Answer. I recollect speaking with Major Cross about Major Brant, as I before stated; but I do not recollect that I charged Major Brant with any specific instance of misconduct at that time.

Question by Colonel Brant. State whether, after your arrival at St. Louis, in the fall of 1837, and before you received any letter from the acting Quartermaster General instructing you to make inquiries into supposed irregularities in the official conduct of Major J. B. Brant, you had not commenced a search for testimony to convict him of official misconduct.

Answer. I had, as a matter of course, made inquiries, as already stated in my evidence before this court, into the subject-matter contained in my first letter to the acting Quartermaster General, before writing that letter. But I did not search for testimony to convict Major Brant: such testimony being offered and presented to me in my daily conversations with officers and citizens of this place; and it was not until after I had satisfied myself, both from the respectability of my informants, and the nature and importance of the subject, that I reluctantly wrote the letter imputing those irregularities to Major Brant, and after mature reflection upon the subject, and upon what was my proper duty in the case.

Question by Colonel Brant. Were those letters to [your friend at Washington written with a view of producing official action or inquiry into the conduct of Major Brant?

Answer. No; they were written in the usual course of a private correspondence with my friend, which had continued for near fifteen years, and does still continue.

Question by Colonel Brant. Did you transmit to Major Brant copies of the allegations or charges of irregularities in his official conduct, which you forwarded to the acting Quartermaster General?

Answer. I mailed at this place, directed to Major Brant, a copy of my first letter on the subject of the horses, which contained accusations of official misconduct. I also have forwarded to him copies of all my other letters; but I had reason to believe that he would have been furnished with

them from Washington, as they were written with that expectation and object.

Question by Colonel Brant. State whether, on your arrival at St. Louis, in the fall of 1837, you did not immediately commence making inquiries into the official conduct of Major Brant; and whether you did not hold consultations or conversations with several individuals as to the best course that ought to be pursued for the furthering of that object.

Answer. On my arrival at St. Louis, in the fall of 1837, I did not commence making inquiries into the official conduct of Major Brant, other than the inquiries usually made by one officer in relieving another in the quartermaster's department. I certainly did consult and converse with several gentlemen on the subject of the reports then current in this community, seriously affecting the official character of Major Brant; and after I had been instructed by the proper department, I made inquiries in writing, in an official shape, of several gentlemen of high standing in this neighborhood, who were said to be acquainted with the facts, into the truth of them: those individuals were Captain Bissell and Colonel John O'Fallen. These two I addressed in writing, and with many others I held verbal conversations on the subject.

Question by Colonel Brant. You spoke of having held conversations at your office with several individuals relative to the official acts of Major J. B. Brant, the substance of which conversations, or notes thereof, were taken in writing by your clerk, or yourself, or one of your friends. State whether you informed those persons, or any of them, of the use you intended making of their statements, and whether the notes taken of them were submitted to them, to judge of their being correctly reported.

Answer. To the first part of the question I answer, that, in obedience to the instructions of the acting Quartermaster General, I sent for, and inquired after, three different individuals, whose names appeared in his letter to me as having been paid money for keeping public horses at this place: one of them (Bradshaw) I learned was absent in Florida, and under the direction of Major Brant; another (Kimball) I found, as, also, after much difficulty, the third one (Dowler;) both of whom I invited to my office, and read to each of them the letter from the acting Quartermaster General; making the inquiries of them therein directed, and pointing to them particularly and repeatedly the sums of money opposite to their names. I did not inform them of the use intended to be made of their replies to my inquiries. They might, however, have fairly inferred it from the letter itself. The statement made by them, or by one of them, at least, was read over to him. On this subject I was very particular, being very anxious not to report one word more or less than was stated by this man. As he appeared to be simple and uninformed, but apparently very honest, I desired my clerk to correct me if I had written any thing more than had fallen from this man; and his own statement, taken in writing at the same instant of this conversation, is more strongly marked than my own, of the facts there disclosed. The other man (Kimball) had the letter read to him in the presence of Captain Eaton, who accidentally happened to be present. I do not know certainly, but believe he (Kimball) knew the use I intended to make of the information obtained from him; because a day or two afterwards I received a note from him, saying, as he understood this subject to be a matter of official or legal investigation, he declined giving me any information on this subject until called upon under oath.

Question by Colonel Brant. In your correspondence with the acting Quartermaster General on the subject of alleged irregularities committed by Major Brant, you speak of a conversation between yourself and a certain Mr. Darneille, in which the latter mentioned a purchase made by him of horses from William Walker, in Franklin, Missouri. Please state how and from whom you learned that Darneille possessed any information on the subject of the official conduct of Major Brant.

Answer. I heard it from several individuals; I believe Colonel E. C. Marsh was the first person from whom I heard it.

Question by Colonel Brant. Has there not been a hostile feeling existing on your part towards Major (now Lieut. Col.) Brant for some years back; and have you not, more than once, declared your intention of keeping a strict watch on his official conduct, for the purpose of preferring charges against him?

Answer. Major Brant and myself, although many years ago friendly, for the last three or four years have not been so. No hostile feeling towards him has existed in my breast that could induce me to assail him secretly, or to do any act towards him not justified by a sense of duty and honest principles. I do not remember ever to have used the language that I would keep a strict watch on him, nor do I believe that I ever did. I did say that I should make a report of the circumstances now before this court, and have often said it.

Question by Colonel Brant. State whether you have not, on several occasions, declared that you would establish charges against Colonel Brant, which ought to cause his dismissal from the service?

Answer. I have repeatedly declared that I thought I should be able to establish the accusations now undergoing investigation, and perhaps others of equal importance; and that, if proven, he ought to be compelled to leave the army.

The examination of this witness being here suspended for to-day, Capt. Crosman presented the following letter to the recorder, which the court directed to be placed here on the record, as follows:

ST. LOUIS, December 3, 1838.

SIR: As the subject will, in any event, hereafter come before the court in the course of its proceedings in this case, I deem it to be proper for me now, before other witnesses are called, and to save time in this examination, to say, in a spirit of fairness to Lieutenant Colonel Brant, that he has the general reputation amongst the merchants and business men of this city of having been for several years interested by an indirect and private co-partnership in the firm of Hill & McGunnege, or with G. K. McGunnege, and the successors of that firm, McGunnege & Way.

I do not pretend to assert, positively, of my own knowledge, that such an interest or co-partnership does now, or has formerly, existed; though some circumstances that long ago came to my notice, in the course of my official duties, together with the often expressed opinions of gentlemen who ought to know, induce a belief of the fact.

As large sums of public money have been paid to this firm by Major Brant, for army supplies, and for transportation of troops, &c. at various times, but particularly during the Black Hawk war in 1832, his own character as a disbursing officer, as well as the true interest of the public

service, both, it seems to me, demand an investigation by this court into the truth of this co-partnership, which is so generally imputed to him.

I request you will submit this letter to the court of inquiry, of which you are the recorder and judge advocate.

Very respectfully, your obedient servant,

G. H. CROSMAN,

Capt. 6th Infantry, and Assistant Quartermaster.

Lieut. J. F. LEE;

Recorder, &c.—Present.

P. S.—There are other matters of imputation against the public character of Lieutenant Colonel Brant, which, if not brought to the notice of the court by some other person, I may hereafter think it *my* duty to do so.

G. H. CROSMAN,

Captain, &c.

By order of the court, a copy of this letter was forwarded to Colonel Brant, and the following reply made to Captain Crosman :

DECEMBER 3, 1838.

SIR : The court directs me to acknowledge your letter, and to say to you that such charges as you have to prefer against Colonel Brant ought to be produced as soon as practicable. The court does not mean, however, to reject charges properly brought forward at any time during this investigation.

Very respectfully, your obedient servant,

J. F. LEE, *Rècorder, &c.*

Captain CROSMAN,

United States Army.

Captain Crosman presented to the recorder a paper, dated this day, which is placed in appendix No. 26, directing the attention of the court to certain vouchers of Colonel Brant's public accounts therein mentioned, which vouchers Colonel Brant offered to produce to the court.

The court adjourned to meet to-morrow at 10 o'clock.

TUESDAY, DECEMBER 4, 1838.

The court met pursuant to adjournment.

Present : All the members.

The court received a communication from the witness before it, requesting that the second reason assigned by him [refer to erasure on page 27] for declining (unless required by the court) to give the name of his friend alluded to in the testimony, and in connexion with his private correspondence, may be withdrawn, for reasons stated by him. The court are of opinion, that the first objection assigned by the witness was sufficient ; and, inasmuch as the second reason is superfluous, and does not, in any manner, affect the subject to be investigated by this court, either as regards the accuser or the accused, the court decides that the said reason may be withdrawn ; and it is accordingly ordered to be erased from the record, in the same manner as the erasure was made yesterday.

[NOTE.—The original letter of Captain Crosman on this subject, at No. 27 of the appendix.]

Captain CROSMAN, in continuation :

Question by Colonel Brant. State whether you have not read several articles in the "Missouri Republican," a newspaper published at St. Louis, impugning the official conduct of Major J. B. Brant ; and if you know by whom those paragraphs, or any of them, were written, or who supplied the material for them.

Answer. I have, at various times, read articles in the public prints—among others, the Missouri Republican—impugning the official conduct of Major Brant. I do not know by whom those articles were written, nor by whom the materials for them were furnished ; and I avail myself of this occasion most solemnly to repeat what I have already written to the Secretary of War on this subject—that I had no agency whatever, either directly or indirectly, in any of those articles ; and I will add, that the appearance of the first article in the Republican, headed "Will party save him," was as highly disapproved of by me, and so expressed to my friends and the editor of that paper, as it could have been by the friends of Colonel Brant.

Question by Colonel Brant. Have you paid accounts for an office for Captain Kingsbury, the military storekeeper at this station, between the 1st October, 1837, and 30th of June, 1838 ; and, if so, in whose name were such accounts made ?

Answer. I do not recollect of having paid an account for an office for him as military storekeeper ; but I believe I did pay accounts for rent of an office for him for the subsistence department ; and the accounts were made out in the name of John B. Sarpy, as well as I recollect.

Question by Colonel Brant. Please state whether the letters now on the files of this court constitute the whole of the correspondence that took place between yourself and the Quartermaster's Department prior to 2d June, 1838, relative to the official conduct of Major (now Lieutenant Colonel) Brant ?

Answer. They do ; meaning official correspondence.

Question by Colonel Brant. You state that you had some conversation with a private friend in Washington on the subject of Major Brant's official malpractices. State whether you did not then form or express a resolution to expose them.

Answer. No.

Question by Colonel Brant. Have you at any time when in conversation with Major Cross, during the period of time that he was the acting Quartermaster General, made accusations of official misconduct against Major Brant ?

Answer. No, never.

Question by Colonel Brant. In your letter of the 30th ultimo, addressed to the recorder of this court, you allege that it appears, by the cash-book of the Indian department at this place, that rent was paid for an office for the Indian department while Major Brant acted as disbursing agent here, which office was the same one then and now occupied by Lieutenant Colonel Brant for the quartermaster's department. Do you mean thereby that *two rents* were charged and paid for the same room ?

Answer. I mean precisely what the language in my letter to the court, on this subject, imports, viz : that such appears to be the case.

Question by Colonel Brant. Are the letters now on file the only ones that passed between yourself and Major Cross, while he was acting Quarter-

master General, in relation to the alleged official misconduct of Major (now Lieutenant Colonel) Brant?

Answer. No.

Question by court. After you read the order of the President of the United States, directing a court of inquiry on Lieutenant Colonel Brant, did you write to the acting Quartermaster General, requesting that the terms of the first order might be enlarged, and a greater latitude of inquiry given to inquire into the conduct of Lieutenant Colonel Brant?

Answer. I did not. In announcing my arrival here from the frontier, and referring to my probable stay here, I did perhaps draw the attention of the Quartermaster General to the order of the President, by saying that, if the matter to be investigated by the court were confined to the accusations reported by me, I had reason to believe my presence here would not be long required.

Question by Colonel Brant. Please state the substance of such other letters as you have addressed to Major Cross, in relation to the official conduct of Lieutenant Colonel Brant, which are not on file; and whether you have copies of the same in your possession.

Answer. The substance of any and all my private correspondence with Major Cross, in which any reference is made to Major Brant, is already before the court. I do not keep copies of my private letters, and therefore have none of these.

Colonel Brant presented the following note to the court:

Lieutenant Colonel Brant respectfully protests against the court allowing Captain Crosman to withdraw the second reason by him assigned for declining to give the name of his friend at Washington with whom, in his private correspondence, he communicated on the subject of the official conduct of Major Brant. Lieutenant Colonel Brant begs leave to assign the following as the grounds on which he makes this protest: 1st. That though a witness has a right at all times to correct his testimony, yet this was not testimony; nor does Captain Crosman state that he does not still believe in the reason which he gave. 2d. The reason assigned by Captain Crosman may be material, as going to show the feeling and temper of the witness, as it contains matter of serious imputation against Lieutenant Colonel Brant and his friend or friends.

The court order the protest recorded; but decide that the objections of Lieutenant Colonel Brant to the withdrawal of the second reason assigned by the witness are not considered by the court as at all affecting the principle upon which the withdrawal was permitted; and that there was nothing embraced in the matter withdrawn, and erased from the record, which contained any thing relevant to the case before the court, or in any way casting any imputation upon any one, and which could, therefore, in any possible manner, affect the defence of the accused.

Captain CROSMAN, a witness, in continuation:

Question by court. What was the sum charged for the storage of Indian goods? by whom was the charge made? and by whom was it paid?

Answer. I have already stated I do not recollect precisely the amount. It was paid by Major Hitchcock. G. K. McGunnegle, or McGunnegle & Way, signed the receipts, as appears by the cash-book before referred to,

Question by court. Will you state between what dates the buildings hired by Colonel Brant for the quartermaster's department were occupied in part by the goods of any other department, and for what period the latter department paid storage on its goods?

Answer. Between 1st January and 30th June, 1837, the quarter ending 31st March is charged as paid by Major Brant; the 2d quarter, ending 30th June, was paid by Major Hitchcock.

Question by court. State whether the answers which you have given to the two questions last addressed to you by the court are given upon your own knowledge, or upon the information of others?

Answer. On an examination of the cash-book before referred to.

The following paper, received from the War Department by the recorder of the court, was exhibited to Colonel Brant, and admitted by him to be authentic, and an original voucher of his public accounts. The court directed it to be copied on the record, as evidence.

THE UNITED STATES

To William Dowler, Dr.

1837, July. For foraging and keeping dragoon horses as follows:

	Days.
33 horses from 1st to 3d July, 1837, inclusive - - -	99
4 horses 4th and 5th July, 1837 - - -	8
4 horses 6th July, 1837 - - -	4
5 horses 7th July, 1837 - - -	5
14 horses 8th and 9th July, 1837 - - -	28
23 horses from 10th to 12th July, 1837 - - -	69
31 horses 13th July, 1837 - - -	31
32 horses 14th July, 1837 - - -	32
61 horses from 15th to 17th July, 1837 - - -	183
75 horses from 18th to 20th July, 1837 - - -	225
52 horses from 21st to 26th July, 1837 - - -	312
57 horses from 27th to 31st July, 1837 - - -	285
	<hr/>
	1,281
	<hr/>
Equal to 183 weeks, at \$3 per week - - -	\$549

I certify that the above account is correct and just, and that the services therein charged for were performed as stated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, July 31, 1837, of Major J. B. Brant, quartermaster United States army, five hundred and forty-nine dollars, in full of the above account.

\$549.

(Signed duplicates.)

WILLIAM DOWLER.

[The *original* returned to the Treasury of the United States.]

THOMAS DOWLER, a witness, being duly sworn, answers as follows.

Question by the court. Is William Dowler your brother?

Answer. William Dowler, who lived with brother.

Question by the court. Do you know whether your brother was employed, during the summer of 1837, by Lieutenant Colonel Brant? and, if so, state how he was employed.

Answer. I was not by at any agreement between Colonel Brant and my brother. He lived on Colonel Brant's farm. He was employed, I understood, as an overseer.

Question by the court. Do you know what pay or wages your brother received from Lieutenant Colonel Brant for his services?

Answer. I only know what my brother told me.

Question by the court. Do you know whether horses belonging to the United States were pastured or fed on Lieutenant Colonel Brant's plantation in the summer of 1837?

Answer. I saw there horses belonging to the United States, or marked U. S., at that time. They were pastured and fed there.

Question by the court. Were you at any time present at the plantation of Lieutenant Colonel Brant, or elsewhere, when a paper, similar to the one now shown to you, was presented to your brother for him to sign? If so, state when and where, and all the circumstances.

[NOTE.—The voucher before recorded, signed by William Dowler, was shown the witness with this question.]

Answer. I did not pay any attention to the papers. I saw some papers carried out there for my brother to sign; but I do not recollect that I was by when he signed them. I do not remember what sort of papers they were.

Question by the court. Did you see your brother at any time while employed on Colonel Brant's plantation? and, if so, state what was his employment at the time.

Answer. I saw him at one time sowing timothy seed. I saw him at sundry kinds of work.

Question by the court. What was the appearance of the pasture in which the horses were kept?

Answer. It appeared to be pretty good. I think this was some time in August, 1837. The horses looked to me to be well fed. I saw them fed on dry corn and bran, and I saw green corn cut from the field, and fed to them.

Question by the court. Do you know the character of the paper now shown to you, and the object of your brother's signing it?

Answer. Yes, it is ~~charges~~ for keeping horses. I do not know the object for which it is signed; I had no knowledge about it at that time.

Question by the court. About what number of public horses were on Colonel Brant's farm? were there any mules among them?

Answer. There was a large number. I do not recollect about any mules.

Question by Lieutenant Colonel Brant. Can you state what appeared to be the extent of the pasturage? Did it possess advantages of shade and water?

Answer. It appeared to be between seventy and eighty acres. It had plenty of water and shaded trees.

Question by Colonel Brant. Were you sought by Captain Crosman as a witness in this case?

Answer. He said he wanted me in this case.

SAMUEL F. RENICH, duly sworn as a witness, answers :

Question by the court. Were you employed by Colonel Brant in the summer of 1837? and, if so, state how employed.

Answer. I was employed in the summer of 1837. It was July, I think, when I commenced. I was first employed to haul for him; afterwards, I was put on his farm with the public horses.

Question by the court. Did you at any time carry to Dowler a paper, similar to the one now shown to you, for him to sign? If so, state all the particulars.

Answer. I carried an account in duplicate. It was signed by Dowler, blank; that is, the items were not put in, nor the amount in the receipt. It was headed like the one now shown me, "Dr. The United States," &c.

[NOTE.—The voucher, recorded and signed by William Dowler, was shown the witness with this question.]

Question by the court. By whose request did you carry it to Dowler? State all the particulars; when it occurred, and where.

Answer. By Major Brant's request. It was at the farm, where the horses were. I was in the pasture, when he called me to him, and gave it to me to carry to Dowler at the house, whose brother was there at the time. Dowler looked at it, and asked what it was. I told him I did not know, but showed where Major Brant wanted it signed.

Question by the court. What were Colonel Brant's directions to you, when he gave you the paper? State particulars. Did Colonel Brant point out the place for Dowler to sign?

Answer. He pointed out the place for Dowler to sign; and told me not to dirty it, as it was to go to Washington.

Question by the court. What was the kind of food given to the horses under your and Dowler's care? State particularly the proportions of each kind of forage, as near as you can.

Answer. They were fed on corn and wheat bran part of the time, and part of the time on corn alone, in the proportion of one of corn to two of bran.

Question by the court. Were, or not, the horses fed on green corn occasionally?

Answer. Not when I was there. I know nothing about that.

Question by the court. Was hay fed to the horses frequently? and, if so, state how often, or how much altogether of hay was fed to them, whilst you were there.

Answer. No hay, while I had any thing to do with them. They were in the pasture, and were fed as stated.

Question by the court. What was the condition of the pasture, while the horses were in it; and what were the instructions relative to their food?

Answer. It was quite a dry spell, and the pasture at one time got low; but they were pretty well fed with grain. Every one thought they improved while I had the care of them.

Question by the court. How long were you employed at the plantation?

Answer. Two weeks. I went there about the last of July.

Question by the court. How many animals were there at any one time in the field?

Answer. When I first went there, from 65 to 70; at one time, 110; but the number varied each day.

Question by court. Are you well acquainted with keeping horses? How long have you been at such kind of work?

Answer. Since I have been doing any kind of work. I am 37 years old, and I have always been employed in that way.

Question by court. Were the horses well and sufficiently fed and taken care of?

Answer. Why, sometimes I thought they were; sometimes I thought they were not. When we had a great many, the order was to proportion the feed; but we could not always fix it exactly. But Major Brant's orders were to increase the feed when new horses came in, and to give them enough.

Question by court. What amount or allowance of feed was furnished for the horses?

Answer. We calculated to give each horse two gallons of shelled corn a day.

Question by court. What were the advantages of the pasture in shade and water? State particulars.

Answer. Good shade and good water; there was a fine stream where horses might swim if they wanted to.

Question by court. Did the horses often suffer from not having enough feed, when increase to their number was made?

Answer. No; I do not think they did.

Question by court. What were the accommodations for feeding, as to troughs? and was there plenty of room for all the horses to feed at once?

Answer. Horses will crowd when put in a lot; but I think they were well accommodated as to troughs; and they had room enough.

Question by court. Were there any mules among those horses?

Answer. No.

Question by Colonel Brant. Do you think a better provision could have been made for the same number of horses near St. Louis?

Answer. I cannot tell about that; I do not know whether there could have been, at that season of the year; it was too early to put horses into green corn-fields.

Question by Colonel Brant. Were the fences in good order, and secure? and what was the extent of the range which the horses had?

Answer. It was a large field—I should suppose about 60 or 70 acres; I do not know, though; the fences were very good, and so good that no horses got out while I was there.

Question by Colonel Brant. Did you go to Captain Crosman of your own accord, for the purpose of making statements to him? or did he solicit your communications? if so, state when and where.

Answer. He applied to me for information. I brought Captain Crosman a letter from Fort Leavenworth. He then asked me about the subject: that was somewhere about the 14th of June, 1838.

Question by court. What was the condition of those horses, generally, which were from time to time taken from the field, and transferred to officers or others for public service?

Answer. Generally in good order.

Question by court. Do you know what was the subject of the letter you brought to Captain Crosman from Mr. Tillman?

Answer. No.

Question by court. When you were employed by Colonel Brant on his farm, were you employed by him as quartermaster, or were you hired by him in his private capacity?

Answer. As quartermaster. He said he wanted me to take care of public horses; I thought from that I was employed in the public service; in fact, he told me so.

Question by court. Did you sign such accounts as the one already shown to you? and, if so, state what it contained, and what was its object, if you know.

Answer. I signed an account like that for keeping public horses: the amount was \$25.

Question by court. Do you mean to say for feeding the horses, or for your own labor?

Answer. For my labor—for attending to the horses.

The court adjourned to meet to-morrow at 10 o'clock.

WEDNESDAY, DECEMBER 5, 1838.

The court met pursuant to adjournment.

Present: All the members.

The recorder presented the following letter, received from Colonel Brant; which was ordered to be placed on the record:

ST. LOUIS, December 5, 1838.

SIR: After having maturely reflected upon the subject, I consider it due to myself again to call the attention of the court to a letter addressed to it by Captain Crosman on the 3d instant, a copy of which was furnished to me; in which, after speaking of reports that prevailed of my being a private partner in a mercantile firm in this city, to which large sums of money had been paid for army supplies, he concludes by saying that "there are other matters of imputation against the public character of Lieut. Col. Brant, which, if not brought to the notice of this court by some other person, I may hereafter think it my duty to do so." The order directing the court to assemble, and prescribing its duties, bears date the 10th of October last; the order extending the range of its inquiries, the 7th ultimo: both these orders may be considered to have been produced by the allegations preferred against me by Captain Crosman.

From the correspondence of Captain Crosman with the Quartermaster General's department, now on the record of this court; from the developments which have been already made in the progress of this case before the court; from his known unfriendly feeling; from the industry and zeal with which, it is manifest, he has sought out testimony to convict, extending over a period of 14 months, I would respectfully submit whether the time has not at length arrived when he shall be called upon to state fully and distinctly all the accusations which he intends bringing forward. I call upon this court, therefore, to decide whether it is consistent with the usual course of proceedings in like cases, and with the ordinary course of justice, to bring forward charges, as it were by piecemeal; intimating, at the same time, that others are held in reserve, to be preferred, I suppose, as convenience, inclination, or personal motive may suggest.

I do not seek to shun any investigation, or to screen any portion of my official conduct from the fullest examination or the most searching scru-

tiny ; but I appeal to this court, and ask, in all fairness, if it will not *now* require the real prosecutor in this case to disclose the contents of his "black book," or hereafter to cease from troubling.

I demand it, therefore, as my legal right—as a simple measure of justice—that my accuser shall, before this investigation proceeds any further, reduce to writing and place before the court whatever other allegations of official misconduct he has in store against me.

I have the honor to be,

J. B. BRANT,

Lieut. Col. and Dep. Quartermaster General.

To Lieutenant J. F. LEE,

Recorder Court of Inquiry.

In reference to the foregoing paper, the court decide that, in the letter of the recorder to Captain Crosman of the 3d instant, the expectations of the court are expressed, that all allegations proposed to be brought by him against Lieutenant Colonel Brant will be presented at as early a day as practicable. The court now remark, that all matter of accusation that can now be produced, must be produced within forty-eight hours, it being improper to hold any accusations in reserve ; not intending, however, to exclude from investigation any matter which may be brought properly before it at a future day. The court will add, that, under the orders it has received, it feels bound to investigate every matter of accusation, properly presented to it, without reference to the date of presentation ; but it will expect to be satisfied that no unnecessary delay shall have taken place in adducing such matter.

Colonel Brant presented to the recorder a note, dated this day. [See appendix No. 28.] The court declined complying with the request of Colonel Brant, inasmuch as questions suggested by Captain Crosman, when approved by the court, are those of the court.

A letter was received from Captain Crosman of this date. [See appendix No. 29.]

JOHN DARNEILLE, duly sworn as a witness, answers :

Question by court. Did you at any time purchase horses for Lieutenant Colonel Brant with private notes of hand ? If so, state all the circumstances.

Answer. I did purchase horses for account of Lieutenant Colonel Brant in June, 1837, with a note of hand. At that time I agreed with him to go to Franklin county, Missouri, to collect two notes of hand for him ; and, having received the notes from him, I proceeded to the residence of Mr. William Walker, by whom the notes were signed, made payable to the order of Major J. B. Brant. After getting there, I presented the notes to him ; requesting him to pay amount of the notes, and the interest, in cash, according to the instructions I had received from Major Brant. Mr. Walker informed me that he had not the money. I informed him (as was the case) that Major Brant had told me to receive from him, in payment of said notes, horses, or oxen, or negroes, or any thing else that I could bring down to St. Louis, and make the money on. He said he had some horses he would let me have in payment of the notes. I received of him, in payment of *one* of the notes, (to the best of my recollection,) five horses, one mule,

and a yoke of oxen, and \$20, which made up the amount of the note. I think the note was about \$500; I am not positive about the exact amount. I brought those horses, with others for which I paid money, to this place; informed Major Brant what I had done, and gave him the bill of purchase. He appeared to be satisfied. The next day (I think) I met him in the street; he requested me to go to the stable where I had put the horses; I went, and he asked me my opinion as to the value of the horses. I took them, one after another, and put on them such values as I thought they were worth, according to the rates for which horses were then selling in this place. He had a pencil and paper, and, as I suppose, took down the prices as I gave them to him.

Question by court. What was the amount of the two notes of hand given you by Colonel Brant to collect from Walker?

Answer. The amount of the two did not vary much from \$1,000, to the best of my recollection. I think one was a little larger than the other. I returned one of them to Colonel Brant.

Question by court. Have you been in the habit of dealing in horses, and are you well acquainted with the proper mode of keeping them?

Answer. Yes.

Question by court. Did you see the public horses at pasture on Colonel Brant's plantation in the summer of 1837? and, if so, what was their appearance, and the appearance of the pasture?

Answer. Yes, I saw the horses; I am sure it was either in August or September, 1837; the pasture then seemed to be eaten out considerably, as well as the corn-field; the fence was down, and they went into either field. There was corn in the field, standing on the stalks—probably a sufficient quantity for the horses that were then in the pasture and corn-field. Some of the horses looked very well; some did not. There was a large number there; and, considering the number, they were as well off as could be expected in the same enclosure.

Question by court. How were the horses fed whilst at pasture on Colonel Brant's plantation?

Answer. I was not sufficiently acquainted with the mode in which they were kept, to answer.

Question by court. What disposition was made of the horses you purchased with Walker's note of hand?

Answer. Some time after I delivered them to Major Brant, I saw them with the brand *U. S. D.* on them; from which I supposed they were turned over to the United States. I was afterwards informed by Colonel Brant that horses, at Jefferson barracks, had been condemned by a board of survey, which he had to sell at auction; I, as auctioneer, sold them on account of the United States. Among these horses that I sold, were three of those I purchased from Walker.

Question by court. What prices did you pay for the horses you got from Mr. Walker? or what prices were allowed for them to the person from whom they were purchased?

Answer. I recollect I allowed Walker \$80 for the yoke of oxen; and I recollect, distinctly well, I allowed him \$40 for the mule; one very large sorrel horse I allowed him \$100 for; the prices of the others I do not now recollect.

Question by court. What was done with the mule and oxen?

Answer. I heard Major Brant say he would send the oxen to Jefferson barracks for the use of the garrison. I afterwards saw them there, by direction of Major Brant. I swapped the mule for a sorrel horse, and gave \$70 to boot.

Question by the court. How many horses did you sell, as auctioneer, on account of the United States, at the time alluded to, or at any other time, by direction of Colonel Brant?

Answer. I have forgotten the precise number. I suppose between twenty-five and thirty.

Question by the court. Do you remember how much those horses purchased of Walker sold for at auction? If so, state it.

Answer. I do not recollect. I only recollect that the horses sold then, sold better than I expected.

Question by the court. How long were the three horses alluded to in possession of Colonel Brant before they were sold at auction?

Answer. I think it was between the 20th and 25th of June that I delivered them to Colonel Brant. I sold them at auction, I think, two or three months afterwards.

Question by the court. Did you ever sign blank receipts for money, at the request of Colonel Brant? If so, state the circumstances.

Answer. When I settled with Major Brant, he handed me a blank duplicate receipt. I signed it. He did not expressly request that I should sign a *blank* receipt rather than one filled up. I mean, by saying that it was blank, that it was merely the printed form, with no amount of money or items stated, nor any writing on it.

The following vouchers from Colonel Brant's public accounts, received from the War Department by the recorder of the court, were ordered to be copied on the record. They were shown to the witness with the question which follows:

THE UNITED STATES

To John Darneille, Dr.

1837.

June 13. For three horses furnished for the service of the United States, viz:

1 bay, 15 hands high, 8 years old	-	-	-	\$110
1 gray, 15 hands high, 5 years old	-	-	-	110
1 sorrel, 15½ hands high, 6 years old	-	-	-	120

340

Received, St. Louis, June 13, 1837, of Major J. B. Brant, quartermaster United States army, three hundred and forty dollars, in full of the above account.

(Signed duplicates.)

JOHN DARNEILLE.

[NOTE.—Originals returned to the Treasury of the United States.]

THE UNITED STATES

To John Darneille, Dr.

1837.

June 20. For nine horses furnished for dragoon service, viz. as follows :

1 sorrel, 15 $\frac{1}{2}$ hands high, 6 years old	-	-	-	\$120
1 sorrel, 15 hands high, 7 years old	-	-	-	85
1 sorrel, 15 hands high, 6 years old	-	-	-	110
1 sorrel, 16 hands high, 6 years old	-	-	-	110
1 bay, 15 hands high, 6 years old	-	-	-	120
1 bay, 15 $\frac{1}{2}$ hands high, 6 years old	-	-	-	90
1 bay, 14 $\frac{1}{2}$ hands high, 6 years old	-	-	-	90
1 bay, 15 hands high, 7 years old	-	-	-	105
1 bay, 15 $\frac{1}{2}$ hands high, 6 years old	-	-	-	115
And 1 yoke of first-rate oxen, 6 years old, and well-conditioned for service	-	-	-	100

1,045

Received, St. Louis, June 21, 1837, of Major J. B. Brant, quartermaster United States army, ten hundred and forty-five dollars, in full of this account.

(Signed duplicates.)

JOHN DARNEILLE.

THE UNITED STATES

To John Darneille, Dr.

1837.

June 26. For five horses furnished for dragoon service, as follows, viz:

1 bay, 15 hands high, 5 years old	-	-	-	\$90 50
1 bay, 15 $\frac{1}{2}$ hands high, 7 years old	-	-	-	127 00
1 black, 15 hands high, 6 years old	-	-	-	93 00
1 sorrel, 15 hands high, 6 years old	-	-	-	103 00
1 sorrel, 15 hands high, 6 years old	-	-	-	93 00

506 50

Received, St. Louis, June 26, 1837, of Major J. B. Brant, quartermaster United States army, five hundred and six dollars and fifty cents, in full of the above account.

(Signed duplicates.)

JOHN DARNEILLE.

Question by the court. Did you sign your name to the three papers now shown you? and which of them embraces the items of charge for the animals you received from Walker?

Answer. I did sign the three papers here shown to me. This one, dated 21st June, 1837, I believe, includes the horses I got from Walker. The oxen there charged are, I suppose, the oxen I got from him; as I had no agency in buying or selling to the Government any other oxen. I think the horse placed fourth on the voucher, and described as "one sorrel, sixteen hands, and six years old," charged for \$110, is the large sorrel I got from Walker before mentioned, and for which I gave \$100.

The horse placed first on the voucher, and described as "one sorrel, 15½ hands high, and six years old," and charged for \$120, is, I suppose, the horse for which the mule was swapped, and \$70 given in boot.

I did not consider that I bought or sold those horses to the Government. I bought the animals from Walker, and took a bill of purchase in the name of Major Brant. I did not know that they were charged to the Government in my name, as the owner and seller.

Question by the court. Did you authorize Lieutenant Colonel Brant to fill, or consent to his filling, the blank vouchers alluded to with any specific amounts? If so, state what were those amounts so authorized.

Answer. I have no recollection of having been consulted in the matter; nor do I know that Major Brant said any thing to me about it. I have never authorized anybody to fill the vouchers in that way.

The following letter was shown the witness, (original, No. 30 of the appendix;) one of the papers received by the recorder from the War Department:

ST. LOUIS, April 25, 1838.

SIR: Having examined the copy of receipts which I have signed, I state as follows:

Copy No. 2 contains the horses which I received of Mr. Walker, together with others which I paid cash for. The amount which I allowed Mr. Walker for the stock I bought of him did not exceed \$500, according to the best of my recollection at this time of the circumstance. I think the prices paid Mr. Walker are as follows:

1 large sorrel horse	-	-	-	\$100
1 sorrel horse	-	-	-	65
1 bay horse	-	-	-	75
1 bay horse	-	-	-	70
1 bay horse	-	-	-	70
1 yoke of oxen	-	-	-	80
1 mule	-	-	-	40
				<hr/>
				500

The amount charged the Government appears to be about \$145 over the purchase price.

The mule referred to was swapped by Major Brant and myself for a horse, in which case Major Brant gave in difference \$70. The horse was turned over to the Government; and I think the horse referred to in copy No. 2, described as being 15½ hands, and six years old, is the one for which the mule was swapped.

The bills of purchase which I gave Major Brant will show the exact prices which I allowed Mr. Walker for the property I took of him on account of Major Brant, and will not, I think, differ materially, if at all, from the above statement.

Yours, &c.

JOHN DARNEILLE.

Captain G. H. CROSMAN,

Assistant Quartermaster, United States Army.

[NOTE.—The voucher called in this letter No. 2, is explained by the witness to be of date 21st June, 1837.]

Question by the court. Is the letter now shown to you the same written by you to Captain Crosman ; and is the list therein given a true statement of the prices allowed by you to Walker for the animals ?

Answer. I wrote that letter to Captain Crosman at his request. I do not state positively that the charges there made are exactly correct. They may be a few dollars (each item) under or over the fact ; but they cannot be far from the truth. I believed when I wrote that letter that its statements were correct. I believe so now.

Question by the court. Did you not receive, in some form or other, from Lieutenant Colonel Brant, the amounts specified in the receipts attached to the three vouchers for horses and a pair of oxen, which now appears above your signature in said vouchers ?

Answer. The vouchers dated June 13, 1837, for \$340, and June 26, 1837, for \$506 50, I think have nothing wrong in them. I think I received the amount of money stated in them. With regard to the other voucher, dated June 21, 1837, for \$1,045, I am confident I never received any thing like the amount there stated. I think I received from Major Brant something between \$200 and \$300. My wages for my services in going up to Franklin county and bringing the horses here were \$50 ; and I had advanced for the purchase of the horses some money, which was returned to me. I think, however, that \$300 will cover all I received.

Question by the court. You say \$50 was allowed you for your own services in going up for, and bringing down, the horses. What amount was paid you by Colonel Brant for the expense of bringing the animals to St. Louis ? and how many animals, altogether, did you bring down, including those purchased of Mr. Walker ?

Answer. With regard to the expenses on the road, I remember I kept an account ; but I cannot now recollect the amount. On settling with Major Brant, I recollect I added the amount of the expenses to my general account ; I think the whole expenses of bringing the horses here were \$20 or \$25 : it may be more ; but it cannot be far off.

The court adjourned to meet to-morrow at 10 o'clock.

THURSDAY, DECEMBER 6, 1838.

The court met pursuant to adjournment.

Present: All the members.

The following copy of a voucher of Colonel Brant's public accounts, received by the recorder from the War Department, was directed to be here made upon the record ; the original, presented to Colonel Brant, he admitted to be authentic. Original returned by the recorder to the Treasury of the United States.

[NOTE.—Refer to record of Tuesday, the 4th instant—Thomas Dowler's testimony.]

THE UNITED STATES

To William Dowler, Dr.

1837, August. For foraging and keeping the following public horses for dragoon service, viz :

	Days.
53 horses from 1st to 5th August, 1837, inclusive	265
75 horses 6th August, 1837	75
76 horses from 7th to 13th August, 1837	532
81 horses from 14th to 19th August, 1837	486
100 horses from 20th to 24th August, 1837	500
101 horses 25th August, 1837	101
50 horses 26th and 27th August, 1837	100
54 horses from 28th to 31st August, 1837	216
	<hr/> 2,275 <hr/>

Equal to 325 weeks, at \$3 per week - - - - \$975

I certify that the above account is correct and just, and that the services therein charged for were performed as stated.

J. B. BRANT, *Quartermaster*.

Received, St. Louis, August 31, 1837, of Major J. B. Brant, quartermaster United States army, nine hundred and seventy five dollars, in full of the above account.

(Signed duplicates.)

WILLIAM DOWLER.

JOHN DARNEILLE, a witness, in continuation :

Question by court. Do you recognise and acknowledge the signatures of your name to the three last mentioned vouchers, dated June 13, 1837, for \$340 ; June 21, 1837, for \$1,045 ; and June 26, 1837, for \$506 50, to be your proper signatures, written with your own hand, on or about the days specified in the receipts ?

Answer. Yes, I believe those three to be my signatures.

The witness desired to state, in explanation of his testimony of yesterday, as follows :

With regard to the expenses of bringing the horses from Franklin county to this place, spoken of yesterday, I have referred to my memorandum book, and I am now able to speak accurately. The expenses of my whole trip from this place to Franklin county, and back again, were \$27 50, according to the account I then took, and I suppose I kept it correctly—I mean my own expenses, and the expenses of bringing the horses and other stock from Franklin.

I could not speak positively yesterday as to the number of horses I sold at auction for the United States. On referring to my memorandum book, I find it was about 17 or 18 horses ; but I cannot speak with absolute accuracy, because I sold, at the same time, some two or three horses for private individuals, amounting, in all, to 21.

I was yesterday asked what those public horses sold for ; I find, on my memorandum book, that I sold 18 horses at that sale for \$1,002. I cannot

say what the private horses among this number sold for, and therefore I cannot exactly ascertain what the public horses brought.

Question by court. Are you acquainted with William Walker, the person of that name referred to in your testimony; and do you know where he now is?

Answer. I have some acquaintance with him; I do not *know* where he now is; I am informed he lives in McCoupin county, Illinois.

Question by court. What was the condition of the horses when received by you from Walker, and what was it when they were sold by you at auction? Were they, or were they not, at the latter date, unfit for the public service? if so, from what cause?

Answer. They were in tolerably fair order, not in fine order; they were in marketable condition—that is, fit for general service—when I received them from Walker. As to whether, at that time, they were fit for dragoon service, I do not exactly know what order such horses are required to be in; I presume they were when I sold them. I think two of them were in worse condition than when I bought them from Mr. Walker; another one, which I sold to Mr. Myers, I think was not in worse condition than when I bought him from Walker. Of the two referred to, I think one of them had received a kick or some injury on his leg.

Question by court. What was the character of the horses you got from Walker: were they, or were they not, suitable for the United States dragoon service, taking as a standard those usually furnished the dragoons?

Answer. There were three of the five horses which I think Major Brant, as quartermaster, would have purchased for saddle horses for dragoons, according to my judgment; the others, I judge, he would not for that purpose. One of these (the large sorrel) would make a good draught horse; the remaining one (a small sorrel) was, I thought, too small for draught or for dragoon service.

I wish to state something in explanation of what I have said, which may otherwise be misunderstood. I said I sold *three* of the horses got from Walker: *two* of them I received from Walker; the other was the sorrel for which the mule was swapped. I called him one of the horses received from Walker, because the mule came from Walker. I recollect now distinctly that this horse offered for sale was not sold, because only \$50 was bid for him.

When I received the horse in exchange for the mule, I saw no defect about him; when he was brought to be sold, I perceived he was weak in the loin.

Question by court. Do you know if the horses, oxen, and mules you got from Walker, were sold to the United States; if so, by whom, and for what prices?

Answer. I saw some of them with the brand U. S. D., and I sold some of them afterwards as public horses. I saw a yoke of oxen at Jefferson barracks, which I believe to be the same. I do not know what to make of that voucher, 21st June, with horses described as sold by me to the Government, if it does not allude to the horses I got from Walker.

Question by court. Do you know what was the average price paid by the Government for dragoon horses about the period you procured the horses in question? if so, state it.

Answer. I cannot say what was the average price. I think really good sound horses, fit for dragoon service, would have cost on an average \$110.

Question by court. When you signed the blank receipts mentioned in your testimony, what was the character of account to which your receipt, thus given, was intended to apply?

Answer. I thought the signing that receipt was the final settlement of my accounts with Major Brant. I thought the horses for which I paid my own money would be put in, and my expenses, and the \$50.

Question by court. What was the fair and just amount with which the blank receipt, signed by you in the account for horses, ought to have been filled?

Answer. I beg you to make your own calculations. I thought the horses I purchased for cash ought to be put in, and my expenses; the expenses have been stated. I recollect, of these cash purchases, one bay horse cost \$90; one sorrel horse, about fifteen hands high, cost cash \$80; a bay horse that I recollect of, cost cash either \$60 or \$65. I do not recollect that I paid cash for more than *three* horses.

I will state about those oxen which I got from Walker for \$80, that I was offered \$100 for them; I would not sell them, because I did not know what Major Brant wanted them for. I thought they were good oxen, and worth \$100.

Question by court. Supposing the amount of the bill or note with which you purchased other horses from Walker to have been added to the amount in the receipt attached to the voucher for \$1,045, dated June 21, 1837; what additional sums, other than you have stated, ought to have been included in the receipt?

Answer. The *three* horses paid cash for were \$90, \$80, and \$65, as near as I recollect; my expenses, \$27 50; my wages, \$50. I have stated in my letter to Captain Crosman that I thought I allowed Walker for the horses, mule, and oxen I got of him, about \$500; I say it would not have been over \$550—positively not \$575.

Question by court. Is there no circumstance in reference to the *note* of Walker, which fixes clearly in your mind the amount of stock received from him? if so, state it.

Answer. Yes, there is a circumstance. I have stated the note was for about \$500. When I delivered up the note for the stock, \$20 was handed me by Walker, as over and above the amount of the stock.

Colonel Brant presented the following note:

“Lieutenant Colonel Brant objects to the witness referring to the letter addressed by him to Captain Crosman for the purpose of refreshing his memory, inasmuch as that letter was not a memorandum made at the time he got the stock from Walker, but long subsequent thereto.”

The court directed the following decision to be entered upon the record:

The court, after reflection, is of opinion that the argument urged by Lieutenant Colonel Brant goes rather to the influence the letter, and the reference to it by the witness, is to leave upon the minds of the court, in making up its final judgment, than to the admissibility of the reference itself. The court is aware of the interval between the date of the letter (which has been duly authenticated) and the transactions to which it refers. The court does not sustain the objection.

Question by court. Should the cost or value of the mule, exchanged for the horse mentioned by you, be also entered in the account with the horses procured from Walker?

Answer. No. The \$40, the cost of the mule, has already been counted in the \$500 of Walker's note. \$70 was paid in difference between the value of the mule and the horse for which it was exchanged; and this ought to be added to the calculation I made just now in answer to the question of the court.

Question by Lieutenant Colonel Brant. How long were you absent in your trip to Franklin?

Answer. I think about five or six days.

Question by Colonel Brant. Were you accompanied by any assistant in bringing in the drove of horses? If so, by how many, and what their compensation?

Answer. I had one assistant; I allowed him \$12 50, which is part of my general expenses already stated at \$27 50.

Question by Colonel Brant. You admit you received some cash for the purchase of horses, &c.; of what description was this cash—bills or specie? and did you receive it at the quartermaster's office or the bank?

Answer. I think it was gold; and I think I received it in the quartermaster's office from Major Brant.

Question by Colonel Brant. Did you not apply to Major (now Lieutenant Colonel) Brant to be employed as an agent to purchase horses? and did you not solicit others to recommend you?

Answer. I applied to him to be employed to purchase horses for Government. I have said to those who were employed by Colonel Brant in that way, and who knew me, that I would be glad if they would recommend me. I believe I said that to Mr. Dubois.

Question by Colonel Brant. Was there a black horse among those you bought of Walker?

Answer. I think not. I have no recollection, at this time, of having purchased a black horse of Mr. Walker. I do not think there was a black one among them.

Question by Colonel Brant. You spoke of some horses looking in bad condition in the pasture; please state whether the horses alluded to were any of those condemned by the board of survey at Jefferson barracks.

Answer. I do not remember, at this time, whether any of those horses were in the pasture at the time I was there.

Question by Colonel Brant. You stated that you sold some seventeen or eighteen condemned horses: state whether you sold more than one lot under the direction of Major (now Lieutenant Colonel) Brant.

Answer. I sold only one lot.

Question by Lieutenant Colonel Brant. Were you employed by Major (now Lieutenant Colonel) Brant to visit Jefferson barracks, in the summer of 1837, to view the dragoon horses? and, if so, what was your report to him on that occasion, as to the manner in which they were treated, kept, and their appearance?

Answer. I was requested (not employed) to go to Jefferson barracks for the purpose of examining the different stables, and reporting to Major Brant the manner of keeping the horses. I did examine all of them; and gave it as my opinion to Major Brant, when I returned, that the horses were not well attended to. I stated my reasons, which I can state now: that I supposed that men like the recruits, not accustomed to take care of horses, did not do justice to them; and the manner of watering them (taking them to the river) was inconvenient.

Question by Colonel Brant. Do you not recollect that Lieutenant Colonel Brant mentioned to you that he wished to purchase horses for saddle service, draught, and pack?

Answer. Yes, I recollect he said so.

Question by Colonel Brant. Will you please state whether some of those horses were not branded U. S., and others U. S. D.? (alluding to the horses brought from Franklin county by you.)

Answer. Those I saw with the brand had it U. S. D.

Question by Colonel Brant. Look at voucher of 21st June, 1837, and say whether the prices there stated for the Walker horses were such as you stated at the stable, or such as you now believe to have been fair.

Answer. I do not recollect what prices I put on them. From my knowledge of those, I believe that Major J. B. Brant, in purchasing from me such horses, would not have given me the prices there stated; hence I consider it is a higher price than the horses were worth, if they are the horses I suppose them to be, viz: the horses I got from Walker.

Question by Colonel Brant. You have, I believe, stated that you did not receive more than \$300 on account of the items specified in the voucher of the 21st June, 1837: was that money paid to you on the 21st of June, 1837?

Answer. I do not think it exceeded \$300; it might not be \$200; I cannot recollect positively. I forget the precise day when it was paid; it was paid on settlement, and for money advanced by me, and otherwise due me.

Question by Colonel Brant. Had you any transaction with Major Brant on the 21st of June, 1837, other than in relation to the statements contained in the voucher signed by you of that day?

Answer. I do not recollect to have had any other transactions; nor do I recollect the precise day when I signed the voucher, because there was no writing on it when I put my name there.

Question by Colonel Brant. Do you now say that the horses specified in voucher of 21st June, 1837, were the same purchased from Walker, or taken in payment of his note to Major J. B. Brant?

Answer. As I stated yesterday, I do not know that they are the horses. My reason for believing that they are, is, that some of them answer the description, and on account of the yoke of oxen. And, further, that I saw some of the same horses with the U. S. D. brand on them; and I afterwards sold at auction, for the public, some of them—*three*, to a certainty, as United States horses; that is, I offered three for sale; *two* were sold.

Question by Colonel Brant. On the 21st of June, 1837, did Major J. B. Brant, as agent of the Government, or otherwise, owe you any money, except on account of the trip to Franklin, and the horses by you purchased there?

Answer. I am not certain about dates; but I do not recollect of any other accounts.

Question by Colonel Brant. Have you seen or heard read, within the last four days, my report to the acting Quartermaster General, on the subject of your statements to Captain Crosman of the 11th and 13th of April, 1837? and if so, where have you seen it, and by whom was it shown or read to you? or was the purport of it verbally communicated to you, and by whom?

Answer. I have never seen any report, nor any thing of the kind. I heard that there was such a report; I think I heard it from Captain Crossman, and from others; that is, that there had been a reply or report made.

Question by Colonel Brant. Had you and Major (now Lieutenant Colonel) Brant any misunderstanding at any time about a horse or horses you wished to sell to the United States?

Answer. When I sold Colonel Brant the horses mentioned in the voucher of 26th June, 1837, [at page 41,] (I think the horses mentioned in this voucher are the ones I have referred to,) he got somewhat, as I supposed, angry at me in consequence of my wanting a bigger price for them than he was willing to give. He said I asked too much for the horses, and that I could not purchase any more for him. I told him he need not to fly into a passion about it. He said he did not permit me to tell him whether he should be pleased or angry. I excused myself, and walked out of his office. I might add, too, if it be necessary, that I thought he misused me. I say, however, that this misunderstanding has no influence with me in giving my testimony here.

Question by Colonel Brant. Was there personal hostility on your part toward Major J. B. Brant, in consequence of the misunderstanding between you and him about the price of the horses?

Answer. No, sir. It was a matter too small for me to hold any personal animosity against any gentleman about.

Question by Colonel Brant. Have you publicly spoken in terms of hostility relative to Major Brant?

Answer. I have publicly stated part of what I have stated in this court. Whether that was hostile, I leave to the court to judge; but that was all I have stated, to the best of my recollection.

Question by Colonel Brant. Did you ever speak of having signed blank receipts to Major J. B. Brant, until there had been a misunderstanding between you and him?

Answer. I have no recollection of the precise date at which I did first mention it.

Question by Colonel Brant. Please state why you first spoke of having signed blank receipts to Major J. B. Brant.

Answer. Because I thought it was improper. My reason for thinking so was, that I perhaps might have mentioned it in presence of some other persons, and they observed that it was very improper, and went so far as to state that I had done wrong.

The court adjourned to meet to-morrow at 10 o'clock.

FRIDAY, DECEMBER 7, 1838.

The court met pursuant to adjournment.

Present: All the members.

JOHN DARNEILLE, a witness, in continuation:

Question by Colonel Brant. Did not Major J. B. Brant, prior to your leaving St. Louis for Franklin with the notes on Walker, direct that if you took horses or stock from him, it should be at cash prices, in payment of the notes?

Answer. He directed me to do the best I could; to take them at cash prices if I could get them. I will add, that I took them as nearly at cash

prices as I could. I acted for Major Brant, and did the best I could with the notes.

Question by the court. Did you at any time receive a message from Mr. Haverty, clerk in the quartermaster's department at this place, inviting you to come to Lieutenant Colonel Brant's office to examine some papers? If so, state all the circumstances, as well as any other messages or communications you have received from Lieutenant Colonel Brant, or any other person, relative to the matters now under investigation, since the date of your letter of 11th April last to Captain Crosman.

Answer. I do not know whether it was a message or not. Mr. Charles Collins informed me Mr. Haverty had mentioned to him, (he having been himself up to the quartermaster's office to examine some papers,) that if I would come up there, I would have an opportunity to look at the papers I had signed; that Colonel Brant would not be in. I think Mr. Collins mentioned it accidentally. I do not think he is the man to bear any message of that kind.

Question by Colonel Brant. Did you communicate the conversation that took place between yourself and Mr. Collins to Captain Crosman?

Answer. I mentioned it to him incidentally in conversation, but not with reference to any thing particularly. I mentioned to him that I said to Mr. Collins that I did not want to go; that I knew what I was about.

Captain Crosman here stated to the court that the hour had nearly passed when it was allowed him, under the order of the court on Wednesday, to adduce new charges against Colonel Brant. Captain Crosman states that he does not now know, with sufficient certainty, any new matter of accusation against Colonel Brant, to make him willing to assume the responsibility of bringing it before the court. He has, therefore, no new charges to produce.

The following was received from Colonel Brant:

Lieutenant Colonel Brant respectfully requests that the court will permit him to copy the testimony as it appears on the record, or that it will direct a copy thereof to be furnished to him. In consequence of believing that this privilege would be conceded to him, he has not been anxious to take the testimony down, as disclosed to the court, knowing that time would be saved thereby.

In reply to the foregoing request, the court decide that they cannot with propriety furnish to any one a copy of their record, or of any part of it. The party accused is and has been at liberty to take notes of the evidence as given in. Further than this the court is not bound to render aid to any party before it.

By order of the court, the following letter was written to Colonel Brant:

ST. LOUIS, December 7, 1838.

SIR: As several of the witnesses, whose testimony you desire, are officers of the army serving in the field, or otherwise far distant; and as the public service might be incommoded by a withdrawal of these officers from their present duties, the court of inquiry now in session here feels it proper to ask of you whether the following named officers are *necessary* to your defence, in order that the court may judge of the propriety of applying for the relief of such officers, viz: Captain Samuel McRee, assistant quartermaster, in Florida; Captain Bullock, 2d dragoons, in Florida;

Captain T. L. Alexander, 6th infantry, in Florida ; Captain W. W. Tompkins, 2d dragoons, in Florida.

The court, in making the foregoing request, is not actuated by the least desire to preclude any testimony you may think material to your defence.

Respectfully, your obedient servant,

J. F. LEE,

Lieutenant of Ordnance, Judge Advocate and Recorder.

Lieutenant Colonel J. B. BRANT,

Deputy Quartermaster General, St. Louis, Missouri.

The following reply was received from Colonel Brant :

ST. LOUIS, *December 7, 1838.*

SIR: I consider Captain Samuel McRee, Captain Thomas L. Alexander, Captain Bullock, and Captain W. W. Tompkins, are material witnesses on my behalf.

Very respectfully, your obedient servant,

J. B. BRANT.

Lieutenant LEE,

United States Army, Recorder, &c.

Captain LEWIS BISSELL, being duly sworn as a witness, answers :

Question by the court. Do you, or not, know that a large number of United States horses were kept on Lieutenant Colonel Brant's plantation near this city during the summer of 1837? If yea, please state the appearance of the animals, and of the pasture or field in which they were.

Answer. There were a number of horses kept on Colonel Brant's plantation, said to be public horses ; and I presume they were, from the brand U. S. on them. At the time the horses were first put in, the feed on the field was very good ; but, from the great number of horses, it soon became ate out. As to the appearance of the horses, some were in much better condition than others ; and, I presume, that was the case when they were purchased.

Question by the court. Are you well acquainted with the size and condition of that part of Lieutenant Colonel Brant's plantation, or the field in which the horses were kept? If so, please state its dimensions in acres, and also its advantages in shade and water, &c., for pasturing a large number of animals at the time the horses were kept in it.

Answer. I am well acquainted with the field, from its adjoining my own premises ; a considerable part of it I can see from my own door. I suppose the field contains from thirty-five to thirty-six acres. That is my opinion. I do not profess to be exact. I am of opinion there was abundance of water, but not much shade.

Question by the court. How are your dwelling-house and plantation situated with regard to that lately the property of Lieutenant Colonel Brant ; and what opportunities had you to observe the mode of feeding the horses referred to ? Please state particulars.

Answer. My dwelling-house is situated upon an eminence west of the Bellefontaine road. The field in which the horses were put is east of that road, on low ground. I generally passed that field from twice to four times a day. In addition to that, during the hay season my hands were

at work in a field adjoining that pasture, and I was frequently with them in the field.

Question by the court. How long were the public horses kept on Colonel Brant's plantation; and about how many did there appear to be at any one time, as near as you recollect and believe?

Answer. It is impossible for me to state the precise time. I should think it was about three months from the time the first horses were put in till the last were taken out. The number of horses varied very much. I should suppose the highest number in there at any one time was over 200.

Question by the court. Was the pasture alluded to, which you say you had frequent opportunities of viewing, good; and were the horses well attended to?

Answer. As I before stated, the pasture was very good at first; but it became ate out, in my opinion, in a month, or six weeks at the farthest, after the first horses were put in. I know nothing about the manner of attending to the horses. I saw them, as I passed by the field once, when the grass was entirely ate out, feeding the horses from sacks.

Question by court. What was the current price of good pasturage per week in the vicinity of St. Louis, at the time alluded to? and what was the current price of keeping horses at livery per week, at the same period? giving them an ample allowance of grain and hay, or fodder, also grooming them daily.

Answer. As to good pasturage, I do not profess to know the current price; I only know what I was in the habit of charging myself. I kept horses through the preceding summer, but not that season. I do not know the livery charges.

Question by court. At what price per week would you have pastured horses at the time alluded to, and fed them with old corn?

Answer. I would have pastured them, and given them corn, at \$1 50 a head per week; giving each one and a fourth bushel of corn a week.

Question by court. Are you a practical farmer, and how long has that been your occupation? Are you well acquainted with the manner of keeping horses, both in pasture and in the stable?

Answer. I am a farmer on a small scale, and have been for the last eight years. I know the manner of keeping horses in my neighborhood. I feel confident as to how I should require a horse to be kept.

Question by court. Did you ever see the horses fed on green corn? and if so, where was the green corn obtained?

Answer. I saw the hands attending to the horses or mules throwing over to them some green corn occasionally, cut from an adjoining field of Major Brant.

Question by court. Were there any mules amongst the horses at the time alluded to?

Answer. Not at the same time, that I know of. After the horses were taken out, mules were put in.

Question by court. You said you knew how you would require your own horses to be kept; state how a horse ought to be kept, to be considered well kept.

Answer. I would require him to have an abundance of grass; and if I wished to fatten him for market, I would give him some grain. If the

grass is good, I do not think grain necessary in summer, except for laboring horses. They ought to have plenty of shade and water.

Question by court. What were the current prices of good timothy or herd's grass hay per ton? of old corn per bushel? and also of oats in the market at the time alluded to? State if you sold any of those articles about the time referred to.

Answer. I sold about twenty or thirty tons of best timothy hay, for which I received \$15 per ton; which, I think, was the market price.

I sold several hundred bushels of corn, earlier rather in the season than the time the horses were in pasture, for fifty cents; and between one and two hundred bushels for sixty-two and a half cents. Later in the season I sold a very small quantity for seventy five cents. I think that was above the market price. I think the average market price was from fifty to sixty-two and a half cents; though the corn market here is very fluctuating in summer.

I did not sell any oats; but I am of opinion they were from twenty to thirty-one cents. At one time I heard it said at the stables they were getting oats for twenty cents; afterwards I heard they were higher.

Question by court. Was there sufficiency or deficiency of shade in the pasture for the use of the horses during the months of July and August, 1837?

Answer. I should think there was a deficiency.

Question by court. Were you acquainted with John Kimball and J. O. Bradshaw? and if so, please state (if you know) whether either of these individuals kept a large number of United States horses at livery during the summer of 1837; and what extent of stable accommodations had either of them in June, July, August, and September, 1837.

Answer. I know both Mr. Kimball and Mr. Bradshaw by sight. I have observed public horses in Kimball's stable. I do not recollect that I was at Bradshaw's stable in 1837. They both had large stables in town. I do not know how many public horses they kept, or whether the number was large or not. I have seen fifteen or twenty in Kimball's stable at a time—perhaps more. I presume neither stable was sufficient to keep any thing like the quantity of horses which were in the pasture.

Question by court. Please examine the paper now shown to you, and say whether it describes the boundaries of Lieutenant Colonel Brant's plantation on which the horses were kept, as alluded to in your testimony.

Answer. Yes, I have no doubt of it.

[NOTE.—The certified copy of a deed of conveyance from Joshua B. Brant and wife to John Riffin, signed by the clerk and recorder of the circuit court of the county of St. Louis, and sealed with the seal of said court, was shown to the witness with the foregoing question. The court directed the deed to be copied here upon the record; the original at No. 31 of the appendix.]

"This deed, made and concluded this 13th day of September, 1838, by and between Joshua B. Brant and Sarah Brant his wife, party of the first part, and John Riffin, party of the second part, all of the county and city of St. Louis, and State of Missouri, witnesseth: That the said party of the first part, for and in consideration of the sum of \$25,000 to them paid, or secured to be paid, by the party of the second part, have granted, sold, assigned, conveyed, and made over, and by these presents do grant, sell, assign,

convey, and make over, unto the said John Riffin, his heirs and assigns, the following tracts or parcels of land, lying and being situated in the township and county of St. Louis aforesaid, about three miles north of the city of St. Louis, on the road leading therefrom to Bellefontaine; that is to say: One tract or parcel containing the quantity of $59\frac{1}{10}$ arpens, beginning at a stone on the east side of said road and corner, to surveys Nos. 2,041, 2,042, 2,541, and northeast corner of the claim of Josiah McClanahan; thence running south, 23 degrees east, 15 chains 20 links, with said road, to a stone; return from thence to beginning; thence south, $67\frac{1}{4}$ degrees west, 32 chains 68 links, with old blazed line to an old stone, and northwest corner of said McClanahan's claim; thence south, 21 degrees east, 15 chains 20 links, to a stake on the north side of a pond, from which a hickory 3 inches in diameter bears north, $4\frac{1}{2}$ degrees east, 17 links, and a small swamp oak 3 inches in diameter bears north, $78\frac{3}{4}$ degrees east, 53 links; thence north, $67\frac{1}{4}$ degrees east, 33 chains 47 links, to the abovementioned stone in said road: this tract being a part of the said claim of McClanahan purchased by Bernard G. Farrar from Thomas Wright, by deed dated 1st day of January, 1833, and described in a deed from said Farrar and wife to Joshua B. Brant, dated November 20, 1834, recorded in book U, page 314 and following, among the records of St. Louis county. Also, one other tract or parcel of land, situated and being in the township and county of St. Louis aforesaid, described as follows: Beginning at a stone on the road leading from St. Louis to Bellefontaine, which stone is situated at the northwest corner of said tract; thence north, 55 degrees east, to Gingrass creek; thence down the middle of said creek, to the boundary line of Captain Z. C. Palmer's farm, along which is a new post-and-rail fence, to a stone in the Bellefontaine road; and thence along that road to the first point herein designated, containing 46 arpens more or less, and the half of 30 feet within the enclosure of Captain Z. C. Palmer aforesaid, commencing at a stone on the west side of the Bellefontaine road, and running in a direct line to the Mississippi river; bounded on one side by the land of said Captain Z. C. Palmer, and on the other (or south) side by the lands of Matthew Kerr, being a part of the same tract of land sold to Benjamin O'Fallen by Alexander Scott, and William K. Rule, and Nancy, his wife, as per deed dated the 6th of February, 1831, as by reference to a deed from Benjamin O'Fallen and wife to Joshua B. Brant, dated the 7th of July, 1834, recorded in book T, page 491 and following, among the records of St. Louis county. Also, one other or third tract of land, situated and being in the township and county of St. Louis aforesaid, containing $76\frac{3}{10}$ arpens, be the same more or less, and bounded as follows, to wit: Beginning at a point, which is the southwest corner of this tract, and which is 30 feet northward of the northwest corner of Matthew Kerr's tract of land, which is a stone; thence north, 68 degrees east, parallel with said Kerr's tract, or northern boundary thereof, to the river Mississippi; thence up the river at low-water mark to the middle of the mouth of Gingrass creek; thence up said creek, along the middle of the channel thereof, to Joshua B. Brant's line; thence with said Brant's line south, 55 degrees west, 24 chains and 60 links, to a stone, which is the northwest corner of this tract; thence south, 23 degrees and 45 minutes east, 11 chains and 2 links, to a stone; thence south, 20 degrees and 15 minutes east, 12 chains and 80 links, to the beginning: which said last mentioned tract or parcel of land is described in a deed dated 17th day of April, 1835, and recorded in book U, page 327 and

following, among the records of St. Louis county aforesaid : To have and to hold all and singular the three several tracts or parcels of land within intended to be described and referred to, with all and singular the improvements and appurtenances thereon, together with the privileges thereto belonging, or in anywise appertaining, to him, the said John Riggin, party of the second part, his heirs and assigns, forever; and the said Joshua B. Brant and Sarah Brant do hereby covenant and agree with the said John Riggin, that we, our heirs, executors, and administrators will warrant and defend the titles to the aforesaid tracts or parcels of land unto the said John Riggin, his heirs and assigns, forever.

In testimony whereof, we have hereunto set our hands and affixed our seals, at the city and State aforesaid, this 13th day of September, in the year of our Lord 1838.

J. B. BRANT, [L. s.]
SARAH BRANT, [L. s.]

STATE OF MISSOURI, }
County of St. Louis. }

Be it remembered that on this 14th day of September, in the year of our Lord 1838, before the undersigned, a justice of the peace within and for the county and State aforesaid, came Joshua B. Brant and Sarah Brant, his wife, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing, as having executed the same, and severally acknowledged the same to be their act and deed for the purposes therein mentioned. She, the said Sarah Brant, being by me first made acquainted with the contents thereof, acknowledged, on an examination apart from her said husband, that she executed the same, and relinquishes her dower in the real estate therein mentioned freely, and without compulsion or undue influence of her said husband.

Taken and certified the day and year aforesaid.

ELIHU H. SHEPARD,
Justice of the Peace, St. Louis County, State of Mo.

STATE OF MISSOURI, }
County of St. Louis, } ss.

I, John Ruland, clerk of the circuit court, and *ex officio* recorder within and for the county aforesaid, certify the foregoing to be a true and correct copy of a deed of conveyance from Joshua B. Brant and Sarah, his wife, to John Riggin, as the same remains on record in my office, book F No. 2, pages 83, 84.

In testimony whereof, I have hereunto set my hand, and affixed the seal [L. s.] of said court, at office in the city of St. Louis, this 23d day of November, 1838.

JOHN RULAND, *Recorder.*

Captain J. BISSELL, a witness :

Question by court. What part of the description there given defines the boundaries and size of the field or pasture in which the horses were kept?

Answer. The second tract of land described—from the words “also one other tract or parcel of land” on page 54, to the words “forty-six arpens more or less” on the same page, leaving out a small piece of ground

cut off by a fence, which is about from two to four acres ; forty six arpens is about thirty-nine acres.

Question by court. You have stated that when the horses were first put into the pasture, the grass was good ; please now state what was the appearance of the pasture as to grass some time afterwards, and while the horses were there.

Answer. I have stated that about five or six weeks after the horses were put in, the grass was pretty well eaten out ; but long before they were taken out, the pasture was little better than a stable lot. I do not consider there was grass enough to have decently fed half a-dozen head.

Question by court. How many head of horses were in the pasture field during the period that the pasture was bad ; and do you know, or not, whether the public horses received a sufficient substitute in grain and hay for the grass ?

Answer. I am not able to state the number precisely at that period, but I think at times during that period from 150 to 200 head. It is impossible for me to say whether they received a sufficient substitute in grain and hay for the grass. They were constantly putting in and taking out horses.

The court adjourned to meet to morrow at 10 o'clock.

SATURDAY, DECEMBER 8, 1838.

The court met pursuant to adjournment.

Present : All the members.

Captain L. BISSELL, a witness, in continuation :

Question by Colonel Brant. Please state whether you were in the pasture where you say the public horses were fed, during the time they were kept there. How often were you there, and about what dates ?

Answer. I do not recollect of being in the pasture. I was in my field adjoining it, and in the road adjoining it, almost every day. I will add, that occasionally I got over his fence, and went about thirty yards to his spring : this during the hay season, in the month of July.

Question by Colonel Brant. State what is the distance from the Bellefontaine road, which passes the pasture in question on the west, to the termination of the fence running parallel with the Gingrass creek ?

Answer. I once stepped it off, since I was asked to make a statement on this subject. I think it was about 400 steps—I am not certain.

Question by Colonel Brant. Were there more fields than one to which the horses had access, on the plantation alluded to ; and, if so, what number of acres did each contain ?

Answer. There was no other field on which the horses ran, that I know of. When the horses were taken out, I saw the mules put occasionally into an adjoining field ; they were occasionally put in in the morning, and taken out at night.

Question by Colonel Brant. Did the number of arpens or acres stated in your testimony on yesterday make up the whole of the range to which the horses had access ?

Answer. The whole, except $\frac{3}{100}$ of an acre, about ; which was a piece of my ground that he had fenced in.

Question by Colonel Brant. You have stated that you would have kept public horses, and fed them in the manner mentioned by you, for \$1 50 per week per head. Please state whether you would also have received

them at St. Louis, and driven them out to your pasture, whenever required, for that sum per week.

Answer. It is not customary for those keeping horses in the country to receive them in town; but if it had been a large quantity, I would not have hesitated about it; but for a few, it would have been more trouble than it was worth.

Question by Colonel Brant. You have stated that, had you been applied to for that purpose, you would have pastured public horses in the summer of 1837, and furnished them with one and a fourth bushel of corn each per week, at the rate of \$1 50 per week. State in what particular part of your plantation you would have put those horses to pasture them, in the months of June and July; the extent of range, and convenience of water.

Answer. In the months of June and July, I should have been obliged to have kept them in an upland pasture, containing about 150 acres, with plenty of shade and water sufficient for the stock on the place; but I think not water enough for the number I saw on Colonel Brant's plantation. I have never said I would have been willing to take more than 50 head: that was as many as I could have done justice by. The water would have been rather scarce even for that number.

Question by Colonel Brant. Was the pasture where the public horses were kept on Colonel Brant's plantation, as alluded to in your testimony, meadow pasture or woodland pasture?

Answer. It was lowland pasture, intended for meadow, and it had been mowed the season previous.

Question by Colonel Brant. What quantity of hay did you generally get that summer, per acre, in your meadow adjoining the one where the public horses were kept?

Answer. I am not able to state; it was not weighed; I do not think that season it was more than one and a half ton; the season previous it was, as I calculated, nearly two tons.

Question by Colonel Brant. What kind of grass was there in your wood pasture; was it merely the natural herbage, or was it grass, of which the seed had been sown?

Answer. It was principally blue grass; though considerable seed had been sown on it. The ground had never been broken up.

Question by Colonel Brant. State whether the corn of which you speak as having been sold by you, was sold at your plantation, or by you hauled and delivered to the purchasers; also state in what month you sold at 62½ cents per bushel.

Answer. Most of it was sold on my plantation; a part of it was delivered in town. With reference to that sold at 62½ cents, I cannot tell the time exactly, without referring to my books. I sold a very small quantity for 75 cents in the latter part of summer: this last sold on my plantation—only a small quantity—a bushel or two at a time.

Question by Colonel Brant. You have said that you sold hay in the summer of 1837 at \$15 per ton; state whether it was new hay, whether delivered on your plantation, or hauled by you to the purchaser, and the name or names of the purchaser or purchasers.

Answer. It was new hay, delivered in town, and sold to different people in town; some considerable portion of it was sold to the stable of Kimball & Co.

Question by Colonel Brant. State in what month you sold corn at 50 cents per bushel.

Answer. Between January and June. I cannot state the time without referring to my books.

Question by Colonel Brant. Was the new hay which you sold at \$15 per ton ever stacked previous to being sold?

Answer. Only a small quantity was stacked—one or two stacks; but most of it was taken from the cock in the meadow.

Question by Colonel Brant. What is the difference in value, per ton, between old hay, and new hay taken out of the meadow without being stacked?

Answer. I received no more for the balance of my crop, which I sold after it was stacked and delivered in the winter; though it is generally considered more valuable.

Question by Colonel Brant. State whether you made inquiries of one or more persons in St. Louis, in October, 1837, with regard to what it would be worth per week to pasture, and feed on grain, dragoon horses; or in September of that year, or any time.

Answer. I have no recollection of making such inquiries of any one in October, 1837, nor in September; but I think I made the inquiry at the stables in the early part of the summer.

Question by Colonel Brant. Please state whether you went to Captain Crosman, or whether Captain Crosman went to you, wrote to you, or sent for you, for the purpose of giving to him, or his obtaining from you, the information contained in your letter of January 7, 1838.

Answer. Captain Crosman wrote to me a letter; I replied to it; the statements of that reply I now stand qualified to. This is my reply to his communication:

[NOTE.—Captain Bissell's letter to Captain Crosman, one of the papers received by the recorder from the War Department, was here shown to the witness with the last question. It was authenticated and sworn to by him, as stated in his last answer, and directed by the court to be here placed on the record as follows:

[NOTE.—Original, No. 19, appendix.]

NEAR ST. LOUIS, MISSOURI,
January 7, 1838.

DEAR SIR: Your favor of the 5th instant is before me, requesting me to "inform you, in writing, as near as I recollect, the prices of corn, oats, and hay, in this market, in July, August, and September last."

Also, the usual prices, and what I would have asked for feeding on grain and pasturing horses, per week, during that time; and if I know, to state what kind of pasture and feed was given to the United States horses on Major Brant's plantation last summer, as I believe, and as is generally reported by his neighbors, who had an opportunity of observing.

In answer to these inquiries, I will state, that I am of opinion that the price of *old* corn ranged from 50 to 75 cents per bushel. I sold, earlier in the year, (but when, I am of opinion, that corn was quite as high as during the summer generally,) several hundred bushels at 50 cents, and between 100 and 200 at 62½ cents, and a small quantity at 75 cents, which, I am of opinion, was the maximum.

The price of oats was from 20 to 31½ cents; about 25 cents, I think, was as much as could be obtained for any considerable quantity. The best Timothy hay sold for \$15 per ton, which is the price I obtained for between 20 and 30 tons, though inferior sold for less.

The "usual prices" for feeding on grain and pasturing horses, per week, I am unable to decide; but I would have been willing to have taken as many as I could have done justice by at \$1 50 per head per week; and some of my neighbors informed me they would, likewise, have been glad to have kept horses at that price; but we had no applications.

The summer previous, (1836,) I kept more or less, during the whole summer, on grass alone. For those kept the whole season, I charged 50 cents each per week; and for those in the latter part of summer, kept in my meadow, where the grass was sufficiently luxuriant to have been cut for hay, I charged 75 cents per week.

As to the kind of pasture and feed "given to the United States horses on Major Brant's plantation," I had no means of knowing, except from almost daily observation in passing and repassing, (frequently four times a day,) and what I saw daily from my door. I am of opinion that the pasture was very good when the horses were *first put in*; but that it soon became (from the great number of horses) but little better than a "*barn lot*," as I have often observed clouds of dust arising from the pasture, from the tramping of the horses; and I would greatly have preferred to have had horses of mine on the public highway.

I am unable to state what *feed* was given to the horses, except I noticed (long after the pasture was almost wholly destitute of grass) the hands cut up and feed to them, at various times, I should judge, about two acres of green corn; and I noticed them, also, at a few different times, feeding them from *sacks*, which, I presumed, contained corn or oats.

As to the reports of the "neighbors, who had an opportunity of observing," I must beg leave to refer you to them; though I have heard many a *taught* at the manner of fattening United States horses.

I have the honor to be, very respectfully, your obedient servant,

L. BISSELL.

Captain G. H. CROSMAN,

Assistant Quartermaster United States Army.

Question by Colonel Brant. State at what rate per week you would have pastured and grain-fed public horses in your meadow in 1837, before the hay was cut.

Answer. I would not have pastured them in the meadow at all before the hay was cut.

Question by Colonel Brant. Was there a personal misunderstanding, growing out of an official transaction, between yourself and Major Brant in 1837; and have you been on terms of courtesy since that time? If there was a misunderstanding, state out of what official circumstances it arose, and at what time in 1837.

Answer. There was a misunderstanding, partially growing out of official circumstances; but I cannot explain and do justice to myself without going back into matters of a private nature, and not relevant to the matters before this court.

Question by court. You have stated what kind of pasturage you would have furnished for horses in June and July, 1837. Please now say how

you would have kept them during the months of August and September of that year, for the prices already stated by you.

Answer. After the hay season was over, I would have put them in meadow land, containing about 60 acres, and given them one and a fourth bushel of corn each per week, for \$1 50; that field had abundance of water. I mean I would have turned them into the meadow about the last of August.

Question by Colonel Brant. Was there good shade on the pasture of which you have spoken just now—the meadow?

Answer. It was deficient in shade.

Question by court. Do you know whether proposals to pasture and feed the horses in question were called for by public advertisements?

Answer. Never, to my knowledge.

JOHN CALVERT, duly sworn as a witness, answers:

Question by court. Do you keep a livery-stable in this city; and how long have you been engaged in that business?

Answer. About 12 years; and I keep one now.

Question by court. Did you see the public horses at pasture on Major Brant's plantation during the summer of 1837? If so; state what was their appearance, and also the appearance of the pasture as to grass.

Answer. I saw horses there at divers times; as I was passing, I stopped frequently to look at the horses; the horses looked reasonably well. The pasture, when I was there, was pretty bad.

Question by court. Did you apply to Major Brant to keep public horses at any time during the summer or autumn of 1837?

Answer. I did, at one or two different times—perhaps in last of June or first of July, and then again in August. I asked if he had any horses to put at livery. He said he had made other arrangements.

Question by court. What were the usual prices of pasturing and feeding horses with grain in this neighborhood, during the summer and fall months—say from 1st June to 30th September, 1837?

Answer. In July and August I had horses kept in good pasture, and well fed on grain, as much as they could eat, and in bad weather stabled, for \$2 50 per week. In September they were turned into a corn-field for \$2, with good grass. This was 9 or 10 miles from the city.

Question by court. Have you been in the habit of getting horses pastured and grain-fed near this city on farms; and what prices did you pay per week for each horse?

Answer. I have not had any pastured nearer than 9 or 10 miles. When I kept horses near the city, I rented the fields.

Question by court. What were the current prices of old corn, timothy, or herd's grass hay, and oats, in this market during the summer and autumn of 1837?

Answer. For corn, from 37½ to 50 cents; 50 was the highest I paid; none lower than 37½ cents. Oats—I paid from 25 to 37½ cents. Hay—from 75 cents to \$1 per clot; for most of it I paid 75 cents.

Question by court. Is it customary to feed horses kept at livery with wheat bran; and what is the usual price of bran per bushel?

Answer. I never use wheat bran when I am keeping horses for service. When I want to fatten a horse fast, or when I have a horse sick, I use wheat bran; for what I had, I paid from 10 to 16½ cents per bushel.

Question by the court. At what rate per week, in the summer of 1837, would you have been willing to keep horses at livery in your stables, on condition that you could have had from fifty to one hundred head?

Answer. Under those circumstances, at \$2 50 per week, I could have accommodated seventy-five about.

Question by the court. How many horses at a time did you have pastured and fed with grain, for which you paid \$2 50 per head per week? and would, or not, the number of animals to be thus fed have had the effect to vary the prices for their keeping?

Answer. I had as many as from fifteen to twenty kept in pasture. I have always been able to get a large number kept at pasture at lower rates than I could a few, in proportion.

Question by the court. What is the difference, if any, in the prices of keeping horses and mules at pasture? Please state particulars, if you know.

Answer. I am not able to say. I have never kept any mules in pasture. I should be willing myself to keep mules cheaper than horses.

Question by the court. Do you know whether proposals were invited for feeding and pasturing the United States horses in or near this city, during the summer of 1837, by public advertisement? If such advertisement had been made, would you, or not, probably have been aware of it?

Answer. There were advertisements made by Major Hitchcock, or Mr. Sarpy; that was in the fall of the year; the horses were for the Indian Department. I saw no advertisement from the quartermaster for pasturing or foraging horses. I think if there had been such an advertisement I should have seen it, as I am engaged in that business.

Question by the court. Where were the public horses at the time you made your offers to keep them; or, how and where were they accommodated?

Answer. A portion of them were on Major Brant's pasture, and a large portion were in a lot in town—the stable lot of Mr. Kimball. This was at the time I made my second offer. When I made the first offer, I do not know where the horses were. It was when they commenced purchasing.

Question by the court. For what sum per week would you have kept in your stable, or in a field with abundant grass, giving them in either case good and sufficient grain, and hay if necessary, the horses of the United States, collected at or near this place during the summer of 1837, and with the expectation to turn them back to the United States in fit condition for dragoon or other service?

Answer. I would have kept them, or any number over fifty, as far as I could have accommodated them, (and I could have accommodated from 100 to 150,) at any time during that season for \$2 50, and feeding, and keeping, and returning them, as specified in the question. I would as soon have kept them in the stable as in the pasture, when required in the pasture, as stated in the question, to give them good and sufficient grain and hay, if necessary.

Question by Colonel Brant. You have stated that you had hired horses kept in a corn or oat field in the summer of 1837; had the latter been cut, or were the oats standing?

Answer. The oats had been cut; not the corn.

Question by Colonel Brant. You state that you applied to Major Brant to keep public horses; did you specify at what rates you would keep them?

Answer. I did not. I made the application. He said he had made other arrangements, and I said nothing about the price.

Question by Colonel Brant. Please state whether your application to Major (now Lieutenant Colonel) Brant for keeping horses was verbal, or in writing.

Answer. Verbal.

Question by Colonel Brant. Was there abundance of water, shade, and secure fence? and what was the quality of the grass in the fields to which you have alluded, where you kept horses?

Answer. There was abundance of water, and a sufficiency of shade, and as good pasture as I have seen in the State. The grass was crab grass. There were fifteen or twenty acres of wood, which gave shade enough.

Question by Colonel Brant. How far is the place last spoken of from this city?

Answer. It was Mr. Colliq Brown's, in the State of Illinois, about nine or ten miles from here.

Question by Colonel Brant. You state that if you could have obtained the keeping of the public horses from Major Brant, you could have accommodated from 100 to 150 in pasture and feeding. State at what place, within a short distance of this city, you could have supplied them with pasture, shade, and water; and its distance from this city.

Answer. I could have got a pasture from Mr. Payne, about five miles from here, with sufficient water and shade. There were plenty of pastures to be got. I do not know that there would have been any difficulty in getting pastures from five to twelve miles from here. Pastures are much cheaper a little distance from town than at town, or near to it.

Question by Colonel Brant. Please state whether you have said, or heard it said, that the keeping of public horses in the summer and fall of 1837 cost \$24,000 or upwards; and, if so said, by whom was it?

Answer. I never heard any thing said about what it cost, or what Major Brant charged.

W. N. WICKLIFFE, a witness on the part of Colonel Brant, duly sworn, answers as follows:

[NOTE.—As this witness was expected to leave the city, the court received his testimony at this time.]

Question by Colonel Brant. Please look at the paper purporting to be a letter addressed by John Darneille to Captain Crosman on the 25th April, 1838. State whether you know said Darneille; whether you were present on any occasion when language similar, if not precisely the same as that contained in said letter, was dictated to said Darneille by Captain Crosman, or his clerk, at the office of Captain Crosman.

Answer. I would prefer to make my statement before reading the paper. It would be very difficult to fix a date; but I think it was in the fall of 1837 I had business of an official nature with the quartermaster, Captain Crosman; and I called at his office, and was informed he was absent. I then asked the clerk if he could transact my business. He said he could; but that he was busy for a moment or two. I perceived there was another person present, writing at the table. I was fearful I might be in the way, and offered to withdraw; but was told it was unnecessary, as

it was not a matter of secrecy. The gentleman at the table continued to write; and the clerk, Mr. Johnson, walked up and down the room, and occasionally looked over the other's shoulders, and requested him to substitute a word here and there, or alter a phrase. I do not know the extent of the alterations. When the writer had finished; Mr. Johnson asked him to add something like this, (I do not know to what they referred)—that if so and so had been the case, it could not have varied the result materially.

Mr. Darneille was the person writing at that time and place. After reading this letter, I believe it to be the paper. I recognise words and expressions in this letter which were used at that time.

[The letter referred to is at page 42.]

Question by Colonel Brant. State whether you have conversed with Captain Crosman on the subject of his allegations against Major Brant; and whether, from his observations, tone, and manner, you considered him personally unfriendly to Major Brant. State also the time of such conversations.

Answer. This summer and last spring I had conversations with Captain Crosman. He once showed me his letters containing the charges. I could not say that Captain Crosman expressed any unfriendly feeling to Colonel Brant at the time; but I knew, from my long acquaintance with him, (having served long with him,) that he was unfriendly to Colonel Brant. I recollect he was very sanguine that he should be able to establish the charges. I thought otherwise, and told him so.

Question by the court. Are you positive the circumstances about the letter you have just related to the court took place in the autumn of 1837, or any part of that year?

Answer. I am not positive as to time. Upon reflection, I am of opinion that it was in the spring of 1838.

Question by court. What is the date of the letter you hold in your hand?

Answer. St. Louis, April 25, 1838. I am certain this is the letter, or a copy of the letter, I saw Mr. Darneille writing, as I have stated.

Question by court. Have you any reason to believe that Captain Crosman had any knowledge of the transaction alluded to by you; and have you ever so expressed yourself to others? If so, state all the circumstances, and to whom expressed?

Answer. I have no reason to believe that Captain Crosman knew any thing about it; I never mentioned it to him. How Colonel Brant heard it, I do not know. I may have spoken of it once, or twice, or three times; but not in the presence of Colonel Brant or Captain Crosman.

Question by court. Did Captain Crosman show you any papers containing accusations against Lieutenant Colonel Brant, or his letters, at your own request; or did he voluntarily offer to show them to you?

Answer. My present impression is (I am not positive) that it was a voluntary offer on the part of Captain Crosman.

The court adjourned to meet on Monday, at 9 o'clock.

MONDAY, DECEMBER 10, 1838.

The court met pursuant to adjournment.

Present: All the members.

JOHN KIMBALL, a witness, duly sworn, answers :

Question by court. Were you employed at any time by Lieutenant Colonel Brant, for the service of the United States, as a superintendent of the care of public horses? State where and in what manner the horses were fed and taken care of—whether in pasture or in stables, &c.; what their condition while you were employed by Lieutenant Colonel Brant.

Answer. I was employed when they first commenced buying horses, in the latter part of May, 1837; and I was so employed from that time till the 1st of October, when the horses were sent to Florida. Some were kept in livery stables—in different livery-stables in town; sometimes, in all, from 75 to 100. Sometimes I had in my own stable as many as 50. I could not say how many were kept in the pasture; I know there were a great many; sometimes 100, sometimes 150; may be, more. The condition of all these horses, while I was employed in the United States service, was very good.

Question by court. What compensation did you receive for your services, and in what manner were you paid? Did you receive monthly wages, or were you paid a stipulated sum for each horse?

Answer. I was about four or five weeks, during the time I have spoken of, viz: between the last of May and 1st of October, away engaged in purchasing horses; for this service I received a per centage on the cost of the horses. For the rest of the time while I was employed here, viz: in buying horses, in superintending the care of them, in carrying them backwards and forwards to the pasture, I received nothing from the Government. Colonel Brant paid me for this time and service \$300 out of his own funds; it was a private concern.

Question by court. Were all the horses fed with grain during the time of your employment—that is, those kept in the pasture, as well as those kept in stables?

Answer. Yes, during the whole time while I was here. I calculated to give those in pasture the same as was given to those kept at livery, viz: eight quarts of corn and twelve quarts of wheat bran a day, each. Sometimes oats were fed to them in the usual quantity, in place of the corn. In the early part of the season, the pasture had a plenty of good grass, and then we gave them no hay; but afterwards we gave them hay, green corn, and sheaf oats.

Question by court. What prices, per bushel, were paid for grain during the time you were employed?

Answer. Corn was about 62½ cents per bushel, on an average, during that summer. Of oats, the average, till the new crop came in, in the latter part of July, was 50 cents. Then, for a short time, they went down to 37½ or 40 cents; but soon rose to 50 cents, and kept so. Wheat bran was from 18 to 25 cents. Shorts, 37½ cents.

Question by court. On whose account did you make the purchases of horses you have referred to? When you made out your account against the United States, for your services in making such purchases, did you charge a per centage? If not, how was your account made out? Look at these three vouchers, and say whether either of them is the account you thus rendered?

Answer. For the horses I purchased while I was out, I received a per centage from the Government. I did charge this per centage in making out my accounts. Neither of these three vouchers contains my account rendered for the per centage on the purchases.

[NOTE.—Three vouchers from Colonel Brant's public accounts, received by the recorder from the War Department, were shown to the witness, and ordered by the court to be placed on the record, as follows. The original vouchers returned to the Treasury of the United States.]

THE UNITED STATES

To John Kimball, Dr.

July, 1837. For foraging and keeping dragoon horses, as follows, viz:

	Days.
33 horses, from 1st to 3d July, 1837, inclusive	99
6 horses, 4th and 5th July, 1837	12
8 horses, 6th and 7th July, 1837	16
20 horses, 8th and 9th July, 1837	40
30 horses, from 10th to 12th July, 1837	90
40 horses, 13th July, 1837	40
41 horses, 14th July, 1837	41
70 horses, from 15th to 17th July, 1837	210
40 horses, from 18th to 20th July, 1837	270
70 horses, from 21st to 26th July, 1837	420
50 horses, from 27th to 31st July, 1837	400
	<u>1,638</u>
Equal to 234 weeks, at \$3 per week	\$702

I certify that the above account is correct and just; and that the services therein charged for were rendered as stated.

J. B. BRANT, Quartermaster.

Received, St. Louis, July 31, 1837, of Major J. B. Brant, quartermaster United States army, seven hundred and two dollars, in full of the above account.

\$702

(Signed duplicates.)

JOHN KIMBALL.

THE UNITED STATES

To John Kimball, Dr.

September and October, 1837. For foraging and keeping the following mules for the service of the Florida campaign, viz:

	Days.
3 mules, 5th and 6th September, 1837	6
49 mules, from 7th to 12th September, 1837, inclusive	294
50 mules, from 13th to 19th September, 1837	350
86 mules, from 20th September to 3d October, 1837	1,204
	<u>1,854</u>

Equal to 264½ weeks, at \$2 per week \$529 71

I certify that the above account is correct and just ; and that the services therein charged for were performed as stated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, October 5, 1837, of Major J. B. Brant, quartermaster United States army, five hundred and twenty-nine dollars and seventy-one cents, in full of the above account.

\$529 71

(Signed duplicates.)

JOHN KIMBALL.

THE UNITED STATES

To John Kimball, Dr.

September, 1837. For foraging and keeping the following public horses for the service of the Florida campaign :

	Days.
106 horses, from 1st to 4th September, 1837, inclusive	424
115 horses, from 5th to 7th September, 1837	230
9 horses, 8th September, 1837	9
10 horses, from 9th to 11th September, 1837	30
14 horses, 12th September, 1837	14
16 horses, 13th September, 1837	16
18 horses, from 14th to 19th September, 1837	108
20 horses, from 20th to 23d September, 1837	80
21 horses, 24th and 25th September, 1837	42
22 horses, 26th September, 1837	22
24 horses, from 27th September to 3d October, 1837	168
6 horses, 4th and 5th October, 1837	12
	<hr/> 1,155 <hr/>
Equal to 165 weeks, at \$3 per week	\$495

I certify that the above account is correct and just ; and that the services therein charged for were rendered as stated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, October 6, 1837, of Major J. B. Brant, quartermaster United States army, four hundred and ninety-five dollars, in full of the above account.

\$495

(Signed duplicates.)

JOHN KIMBALL.

Question by court. On what account were the vouchers shown, viz : that dated July 31, 1837, for \$702 ; that dated October 5th, 1837, for \$529 71 ; and that dated October 6, 1837, for \$495 ; rendered and receipted by you : was it for keeping other horses than those previously spoken of by you ? Do you acknowledge the signature of your name at the bottom of the receipts attached to those three vouchers to be your own ?

Answer. I acknowledge my signature to those three vouchers. These accounts are for keeping the public horses, which were kept in my stable, and in other stables in town. I paid for those kept in other stables, and then kept it in my accounts, so as only to have one set of accounts for the whole business.

I received all the money mentioned in those three vouchers. These are the horses I have before spoken of, as kept in town by me and others.

Question by court. Can you state to the court what was the whole sum you got from Colonel Brant for your services of all sorts, on public account, during the summer of 1837?

Answer. About \$150 for my personal services; I mean the per centage I got on the horses I purchased, and I do not include the amount received for keeping the horses in stables, as stated in these three vouchers.

Question by court. If you were paid a per centage only for the horses purchased, in whose name were the accounts made for the sale of such horses to the United States? In other words, who sold the horses to the United States actually, or as appears on the face of the accounts?

Answer. The horses were sold in my name to the Government. I added to the cost price, which I gave for them, \$10 per head as per centage. The accounts for the sale to the Government were made in my name.

Question by court. You have spoken of having paid for keeping public horses in other stables than your own in town: state whose stables you allude to, and the names of the persons to whom you paid money for keeping, and the number of horses kept by each of those persons.

Answer. I paid Mr. Legrange F. Reeher, Mr. B. W. Alexander, Mr. John Dowdel, Mr. W. Myers, and Mr. Walton.

To Mr. Reeher, I paid three accounts; I do not know for how many horses.

To the other four, I do not recollect how many accounts; nor for how many horses I paid.

Question by court. Do those vouchers which have been shown you embrace all the accounts you made against the Government for keeping public horses in stables in this town during the period referred to?

Answer. I am not certain; there may be some small account besides.

Question by court. By whom were the bran, corn, sheaf oats, and other grain, (furnished the public horses in pasture,) owned?

Answer. I do not know who owned it. I bought some (to be sent out there) for Major Brant. He either gave me the money at the time, or paid me afterwards what I gave. I considered that I bought the grain, &c., for the Major, not for the public.

Question by court. Did you allow Colonel Brant a certain sum, or agree to allow him such sum, for the use of his pasture-field, for the purpose of pasturing the public horses in said field? If so, what sum, and what were the particulars of the agreement?

Answer. I made no agreement of the kind. I never paid him any thing for any pasture. I did not use his pasture; that is, the horses I kept, and for which I received the money, were not kept in his pasture.

Question by court. Did you not state to Captain Crosman that an agreement of this kind was made by you with Major Brant? referring to that pasture.

Answer. I do not think I did make such a statement to Captain Crosman; if I did, I do not know what I was thinking about, for no such agreement was ever made between Major Brant and me.

I told Captain Crosman that the Major and I talked as to what could be done with the horses; that there were too many to be kept in town; and I looked around to see what could be done. There was no place I could find with good fences; and, besides, people would not give up their meadows.

The Major then asked what his meadow was worth, used for pasture? I told him I could not tell beforehand.

Question by court. Do you know in whose name, and in what manner, the account for the use of Major Brant's pasture-field was made out? Did you, in any way, derive any interest in the pasturing of the horses on said field, other than in the way of compensation for your services as superintendent? Was the agreement that you should receive a specific sum, or were you to have a certain quota or portion of the sum which the use of the field was thought worth, and the cost of the forage?

Answer. I had no interest in the field, or in the pasturing; nor did I receive any thing from the Major, except \$300 for my services as superintendent. That was not by special previous agreement. When he was going away, (to Florida,) he asked me what I thought my services were worth; I said \$300. He asked me if \$200 would not do. I said no; and that I would not do it again, and go through what I had gone through, for \$1,000. He consented, and gave me \$300.

As to the vouchers, and the name and manner in which the accounts for Major Brant's pasture-field were kept, I have no knowledge, except from hearsay.

Question by court. Do you know, or not, whether proposals for feeding and pasturing the public horses in and near St. Louis, during the summer and autumn of 1837, were invited by public advertisement? If such advertisement had been made, would you or not probably have known it?

Answer. I do not recollect whether there was or not. If there had been, I might have known it and forgotten it.

Question by court. Did you ever know a man of the name of William Dowler? And, if so, how and where was he employed from June to October, 1837?

Answer. I know him. He was at Major Brant's farm at the time; I do not know how he was employed. He used to come and let the horses in; he had the key. He had, or seemed to have, charge of the horses. I saw him once at work on the place, pulling corn blades. I may have seen him at work at other things; but I do not recollect at what.

Question by court. You have said you received all the money mentioned in the vouchers shown you. Was the money in bank bills, specie, or checks on the bank; and was it paid you at the times the vouchers were dated, or otherwise?

Answer. I did not receive it all at the time; some I had got before; it had been advanced to me. The money was paid in bank bills and in checks.

Question by court. Did you know J. O. Bradshaw, whose name is signed to the paper now shown to you? and state whether he is now living, if you know.

Answer. I was acquainted with J. O. Bradshaw: I knew his handwriting; I believe that to be his signature; he is not now living.

[NOTE.—The following voucher from Colonel Brant's public accounts, received by the recorder from the War Department, was shown to the witness, and directed to be copied on the record. The original voucher returned to the Treasury of the United States.]

THE UNITED STATES

To J. O. Bradshaw, Gr.

August, 1837. For foraging and keeping the following public horses for dragoon service, viz :

	Days.
65 horses from 1st to 5th August, 1837, inclusive	325
80 horses 6th August, 1837	80
82 horses from 7th to 13th August, 1837	574
91 horses from 14th to 19th August, 1837	546
108 horses from 20th to 23d August, 1837	432
107 horses 24th August, 1837	107
105 horses 25th August, 1837	105
56 horses 26th and 27th August, 1837	112
58 horses from 28th to 31st August, 1837	232
	<hr/>
	2,513
	<hr/>
Equal to 359 weeks, at \$3 per week	\$1,077

I certify that the above account is correct and just, and that the services therein charged for were performed as stated.

J. B. BRANT, *Quartermaster*.

Received, St. Louis, August 31, 1837, of Major J. B. Brant, quartermaster United States army, ten hundred and seventy-seven dollars, in full of the above account.

\$1,077

(Signed duplicates.)

J. O. BRADSHAW.

Question by Colonel Brant. Do you recollect whether Captain Crosman held a conversation with you in his office, about the 4th of January last, on the subject of foraging the public horses in 1837?

Answer. Yes.

Question by Colonel Brant. Was the interview one of your own seeking, or were you requested to come to the office by him?

Answer. I think I went there of my own accord, on business to tell him something about public horses.

Question by Colonel Brant. Do you recollect if there was any other person in the office at the time, besides yourself and Captain Crosman?

Answer. I do not recollect that there was any other person present except the clerk.

Question by Colonel Brant. What was the usual price of keeping horses at livery in St. Louis during the fall or summer of 1837?

Answer. \$3 per week for any number.

Question by Colonel Brant. State whether you consider it was necessary that horses raised in the country, as the horses for the public, in 1837, should have had pasture and range, in place of being kept in close stables.

Answer. Yes; I think it was very requisite that they should have had pasture and range. That number of horses could not have been kept in town in livery-stables and properly exercised. Without exercise, their legs would have swollen.

Question by Colonel Brant. State whether it required the attendance of a number of hands, beyond those required for the purpose of attending on the public horses at the plantation of Major Brant, to take them from, and bring them to, St. Louis, as the service required in 1837.

Answer. Yes; about three or four more.

Question by Colonel Brant. Would you have made any difference in price, during the summer and fall of 1837, between keeping horses in the stable at livery in St. Louis, and keeping them at pasture on such a plantation as that owned by Major Brant, giving them ample allowance of grain, hay, and necessary attendance?

Answer. If I had made any difference, it would have been to have charged more for keeping them on the meadow than in the stable.

Question by Colonel Brant. State whether you are acquainted with the manner in which the public horses kept by William Dowler in 1837 were fed and attended; whether they were amply fed with grain and hay; and whether they did, or did not, improve in condition and appearance after they were put under his care.

Answer. They were fed with grain all the time; and with hay, green corn, and sheaf oats, when the condition of the pasture made it necessary. They improved in appearance under Dowler's care, except a few sick ones.

Question by Colonel Brant. State if you know whether the public horses kept by Dowler in 1837 were confined to the range of a single field, or had access to two fields, and, as near as you can, the extent of the range.

Answer. They were not confined to one field—not all the time. Pretty nearly all the time they had the range of two fields. The two fields, I should say, contained from 75 to 80 acres.

Question by Colonel Brant. State whether the public horses kept by Dowler and others on the plantation of Major Brant received medical attendance when sick or hurt.

Answer. Yes; they did.

Question by Colonel Brant. Was not the forage which you have referred to, taken out to the farm, and there delivered to William Dowler?

Answer. Yes.

Question by Colonel Brant. Please state if any inquiries were made of you in October, 1837, as to the worth of pasturing, and feeding on grain, lagoon horses; and, if so, by whom?

Answer. Yes, by Captain Bissell. I am certain as to the time.

Question by Colonel Brant. What is the difference in value per ton between old hay and new hay, taken out of the meadow without having been stacked?

Answer. Old hay was worth that season from \$1 12½ per cwt. to \$1 25 per cwt. New hay from 75 cents to 87½ cents or \$1 per cwt.

Question by Colonel Brant. Were the horses on the plantation of Colonel Brant fed with new or old hay?

Answer. I think they were fed with old hay pretty much all the time.

Question by Colonel Brant. Did Captain Crosman ever request from you a written statement relative to the horse-keeping referred to? and, if so, did you give him such statement?

Answer. Captain Crosman asked me for a written statement. I sent him a letter declining to give a statement.

The following papers (which were among those received by the recorder from the War Department) were shown to the witness with the next

following question by Colonel Brant. The court ordered the papers copied here on the record.

[Originals in the appendix, Nos. 13 and 14.]

Memorandum of a conversation held with John Kimball, in my office, on the 4th January, 1838.

1. He says the public horses were well fed in Major Brant's pasture on green corn, sheaf oats, and bran and old corn: that grain was very high at the time, and no person could be found to take the horses.

2. That he was employed by Major Brant as a superintendent, to see to the feeding, &c. of all the horses: that he kept some of them (from fifteen to thirty at a time) in his stable, as many as there was room for; and as others were purchased and brought in, these were sent out to the pasture.

3. He says he signed receipts for the money, and purchased all the grain, under Major Brant's directions; and that he was paid for his trouble, and Major Brant for his pasture, by dividing the amount according to a quota, or fair proportion for the pasture, the cost of the grain, &c.: that the grain was hauled out to the pasture from town.

4. That the horses were *overfed*, and became *too fat* under the treatment adopted, and he was forced to take some of them out of the pasture on that account: that the poverty and lameness of many of the horses were produced by hard riding and bad treatment of them by the dragoons at Jefferson barracks, who then returned them back upon Major Brant, &c.; in a word, Kimball says the horses received the very best kind of fare and treatment under the arrangements made by Major Brant.

G. H. CROSMAN,

Captain and Assistant Quartermaster U. S. Army.

ST. LOUIS, January 4, 1838.

Memorandum of a conversation held between Captain George H. Crosman, United States army, and John Kimball, in Captain Crosman's office, at St. Louis, on 4th January, 1838.

1. Captain Crosman introduced the conversation by saying that he had sent for him (Kimball) to ask him something of the manner in which the dragoon horses which were purchased by Major Brant were fed, and where they were kept.

2. Mr. Kimball said the horses in question were kept in Major Brant's pasture, and that they were fed with hay, oats, bran, and corn, besides the grass that was in the pasture: that when the grass in the pasture became indifferent, green corn was cut, and given to the horses. The grain, &c., which was fed to the horses, was carried from town to the pasture.

3. Captain Crosman showed Mr. Kimball a letter which the Captain said was from the Quartermaster General, or acting Quartermaster General, and asked him, if the horses were fed and kept in Major Brant's pasture, how it happened that he (Kimball) received the pay for their keeping, as appeared from that letter. Kimball replied that he had the general charge of the horses, and allowed Major Brant a certain sum for his pasture, and the Major allowed him a certain sum for his trouble; that they divided the money according to a "*quota*."

4. He spoke of the feed in the pasture as being very good when the

horses were first put in, and of the horses fattening under his care while in the pasture.

The foregoing is the substance of a conversation held in my presence between the parties before mentioned, in Captain Crosman's office, at the time and place mentioned.

N. J. EATON.

St. Louis, January 5, 1838.

Question by Colonel Brant. Look at these two papers, purporting to be minutes of a conversation between yourself and Captain Crosman. State where such conversation took place, if it ever did; at whose instance; and whether Captain Crosman ever submitted for your inspection any thing purporting to be a memorandum of a conversation held by you with him.

Answer. I had a conversation with him in his office. I had no idea it was taken down in writing, nor that any use was to be made of it. I do not think these memoranda are correct. In reference to paragraph 1 of Captain Crosman's statement, I think I may have said what is there stated about the grain. I do not think I said no one could be found to take the horses. I may have said no place could be found so good as Major Brant's.

As to the second paragraph, I had a loose conversation with Captain Crosman. I may have stated what is said in this paragraph, but I do not recollect that I did.

As to the third paragraph, I do not recollect saying any thing about a "quota." I may have said that I purchased the grain.

On fourth paragraph, I may have said the horses were overfed. I may have said that some of them were becoming too fat. I might have made the other statements in that paragraph.

As to the memorandum signed by Captain Eaton: On the second paragraph, I think I may have made the statements of that paragraph.

On the third paragraph, I recollect Captain Crosman showed me my vouchers, and questioned me upon them. I do not think that I gave him any definite answer. He asked me if any other horses (not those of my vouchers) were kept on Major Brant's pasture, and I told him yes. I do not recollect any of the statements of that paragraph, from the words "Kimball replied" to the end.

Paragraph 4. It may be correct. I may have told him so, for that was the fact.

Question by Colonel Brant. Did, or did not, Lieutenant Colonel Brant request yourself and others to make *diligent inquiry* in and about St. Louis, the special object of which was to ascertain whether a suitable place or places could be obtained for keeping the public horses preparatory to their being purchased? If so, at what rates were offers made, and by whom; whether resident in or out of St. Louis; how far; their names; and how many horses did such person or persons propose to keep, and at what prices?

Answer. He asked me to inquire for a suitable place. I could not find any convenient place as for range. I made inquiries at every livery-stable; of Mr. Alexander, Mr. Calvert, Mr. Reeher, and all the principal stables. They all charged \$3 per week. I spoke to no one living out

of town. I do not know that any one specified how many he could keep. Mr. Myers had in his stable from fifteen to twenty horses.

Question by Colonel Brant. Did you keep public horses at livery in St. Louis during the administration of Captain G. H. Crosman, assistant quartermaster, in the month of October, 1837? If so, at how much per head per day?

Answer. I did; at 50 cents per day.

Question by Colonel Brant. Please examine the account made in the name of the United States as debtor to you, and certified by Captain Crosman, assistant quartermaster; and say if the signature to the receipt be yours?

Answer. Yes. It is my signature and receipt.

The court directed the voucher referred to in the question to be copied on the record. The original returned to Captain Crosman.

THE UNITED STATES

To John Kimball,

Dr.

October 5, 1837. For keeping and feeding in stable 9 United States dragoon horses 9 days, at 50 cents per day each	-	\$40 50
For keeping 1 horse 2 nights as above, at 50 cents per night	-	1 00
		<hr/>
		\$41 50

I certify that the above account is correct; and that the services have been rendered as therein stated.

G. H. CROSMAN,

Captain and Assistant Quartermaster.

Received, St. Louis, Missouri, October 23, 1837, of Captain G. H. Crosman, assistant quartermaster of the United States army, forty-one dollars and fifty cents, in full of the above account.

\$41 50.

(Signed duplicates.)

JOHN KIMBALL.

Question by Colonel Brant. Were you called upon during the summer of 1837 to value certain public horses, afterwards sold by John Darneille at public auction? If so, state the appearance of those horses.

Answer. I was called upon to examine them. Some of them appeared bad, and some of them not so bad; they had been ridden; and some were lame, and one had the distemper.

Question by Colonel Brant. Was any portion of the horses returned as condemned, from Jefferson barracks, placed in the pasture-field kept by William Dowler?

Answer. Yes.

Question by Colonel Brant. Are you acquainted with Samuel F. Reincke; and do you know of his having been employed by Major (now Lieutenant Colonel) Brant, in the months of July and August, 1837?

Answer. Yes; I know him; and know he was then at the farm.

Question by Colonel Brant. Do you know of his having assisted with a drove of horses a part of the way on their journey to Fort Leavenworth; of being employed on express; and of being engaged, a portion of the time above referred to, in hunting up stray dragoon horses?

Answer. Yes; about August, 1837.

Question by Colonel Brant. Please state do you know of any official misunderstanding having taken place between Major Brant and Lewis Bissell in the year 1837? And if so, state the circumstances.

Answer. Yes. I was present at an official misunderstanding between them. Mr. Bissell brought into town here, and came to deliver to Major Brant, three estray dragoon horses. Major Brant asked what he charged. He said he wanted all he could get from the Government; and that, he said, he thought was \$5 apiece. Major Brant said he would not give that; but I believe he gave him \$5 in all. I believe the horses came from Mr. B.'s place, about three miles from town, and I believe had been taken up that day by him.

Question by Colonel Brant. Do you know any thing of the horses turned over by Major (now Lieutenant Colonel) Brant to Captain Crosman in October, 1837?

Answer. Yes. I know that I heard the Major say he had turned them over, and I heard Captain Crosman say he had received them.

The court adjourned to meet to-morrow at 9 o'clock.

TUESDAY, DECEMBER 11, 1838.

The court met pursuant to adjournment.

Present: All the members.

A question having arisen on yesterday as to the extent to which the cross-examination of witnesses should be carried, the court directed the following opinion to be entered on the record:

It appears to the court that it has been the common practice of courts-martial to limit the cross-examination to the matters on which the witness has given evidence in his examination-in-chief. But the court are of opinion that the practice is not so strict and general as to bind the court. The court, therefore, permit that "a witness, on cross-examination, may be interrogated respecting the motives by which he is actuated in giving his testimony, or his interest in the cause, or respecting the facts stated in the charge, or the matter antecedently given in evidence, either by himself or other witnesses," provided such matter be not collateral, but material to the issue.

JOHN KIMBALL, a witness, in continuation:

Question by Colonel Brant. Look at this voucher, and state whether you can tell the services rendered by Reincke, and charged for, and paid, according to this voucher?

Answer. He went to Fort Leavenworth, and once on express, and was also engaged in picking up some stray horses there.

The following voucher, from Colonel Brant's public accounts, was shown to the witness, and directed to be here copied on the record. Original returned to Colonel Brant.

THE UNITED STATES

To Samuel F. Reincke,

Dr.

September, 1837. For his services from the 13th of July to the 13th of August, 1837, taking care of and hunting public horses, assisting with a drove of horses to Fort Leavenworth, and going on expresses, one month

\$25 00

I certify that the above account is correct and just, and that the services therein charged for were duly performed, and that the rate of compensation was that previously agreed upon.

J. B. BRANT, *Quartermaster*.

Received, St. Louis, September 26, 1837, of Major J. B. Brant, quartermaster United States army, twenty-five dollars, in full of the above account.
\$25. (Signed duplicates.)

SAMUEL F. REINCKE.

Question by Colonel Brant. Do you know what was the condition and appearance of certain public horses which were kept at your stable in October, 1837, by Captain G. H. Crosman, as assistant quartermaster? Was their condition bad? If so, did it appear to have been produced by want of proper and sufficient food, or of hard usage, or accidental causes?

Answer. They were estrays from General Gentry's drove, pretty much all; except one or two, picked up and brought in by different persons. One had been injured accidentally; one had been to Fort Leavenworth on express—was a fine horse when he went away, but returned poor; two others had been injured by a wagon running away.

Question by Colonel Brant. You have stated, in answer to a question on yesterday, that some of the horses sold by John Darneille were "ridden;" please to state whether you meant that they were or not over-ridden; and by whom.

Answer. I mean that they had had rather too hard exercise at the barracks.

Question by court. Do you know the names of the men you have stated were employed in conducting the public horses from the stables or lots in town to the pasture-field? If so, state them; and say, if you know, whether they were employed on account of the United States, and their services paid for accordingly.

Answer. I cannot recollect all the men who were so employed. Lewis Vanderwater, Henry Vanderwater, Lewis Johnson, George Dowdel, and Henry ———, (I do not recollect his surname.) Samuel F. Reincke might have taken out some from Bradshaw's stable. I do not recollect the names of others. Lewis Vanderwater, and Henry Vanderwater, and Lewis Johnson were men in my employ; they were not paid by Government. As to the rest, I do not know how they were paid. When my men took horses out, it was at my expense.

Question by court. You have said that, at Captain Crosman's request, you wrote and sent to him a letter. State now what that letter contained; and whether it was written before or after the conversation was held with him in his office, to which you have alluded in your testimony.

Answer. It was afterwards, and at his request. I wrote to him to state that as, in all probability, if Major Brant should come before a court martial, I should be examined on oath before it, I declined making a statement respecting him till so examined.

Question by court. Was this letter written at the suggestion of any one other than yourself? If so, state by whom.

Answer. I believe it was my own suggestion; I believe no one told me to do it before I wrote it. Afterwards, I told some one else what I had done; he said I had done right. I believe it was Mr. Magenis said so. I

think I had this conversation with Mr. Magenis before I sent the letter, but after I wrote it. I wrote another letter after I saw Mr. Magenis. I do not know which I sent. They were the same in substance, but not an exact copy.

Question by court. Upon what principle would you have charged more for keeping the public horses in pasture, in the summer and fall of 1837, than for keeping them in your stable? What would have been the grounds of such a difference in your charges?

Answer. If I had had a meadow like *that*, I would not have horses put in, chewing the fruit trees and treading up the meadow.

Question by court. Is it usual to charge more for keeping horses in pasture, than to keep them at livery at and in the vicinity of St. Louis?

Answer. No.

Question by court. What horses were they for which Captain Crosman paid you 50 cents each per day for stabling? Were they put in your stable by order or request of Captain Crosman or of Lieutenant Colonel Brant? State all the circumstances; and the reason why your charge per week was altered by Captain Crosman to a charge per day.

Answer. Eight of them were horses turned over, I think, by Major Brant to Captain Crosman; they were left in the stable by Major Brant. I do not know why it was changed from a charge per week to a charge per day; it was done by Captain Crosman. I made it out the other way; he said there was a mistake in the bill, and altered it.

Question by court. By whom was medical attendance given to the public horses at pasture, at the time alluded to by you in your previous testimony? In what way, and how often was it given?

Answer. Whenever any thing was the matter with them, I attended to them myself while I was here.

Question by court. Are you aware that the judge advocate and recorder of this court has legal authority to administer the usual oath to witnesses, and the oath so administered is as binding, and involves the same obligations, as an oath administered by a justice of the peace, or any other officer duly qualified to swear witnesses and take their evidence?

Answer. Yes.

The following note was received from Colonel Brant :

Lieutenant Colonel Brant respectfully prays the court that the testimony, given by the witness, in relation to the letter written by him to Captain Crosman, be struck from the record, unless the original be produced, or its loss accounted for.

The court requested Captain Crosman to produce the letter.

John Kimball, the witness, desired to state to the court, in reference to this testimony : "The letter I should like to see, and then I can ascertain if it is the one I wrote, after I spoke to Mr. Magenis. The letter I sent was in my handwriting; if there is any other, and not in my handwriting, I know nothing about it."

W. N. WICKLIFFE, a witness, again called into court :

Question by court. You have said Mr. Johnson, in looking over Mr. Darneille as he wrote, suggested to him to alter here and there a phrase, or

substitute one word for another : did you mean only this, or did you intend to convey the idea that Mr. Johnson was actually dictating a letter to Mr. Darneille, or inducing him to alter the *substance* of one he (Darneille) was then writing?

Answer. At the time, it made no impression on me ; I have only thought of it since. It appeared that Mr. Johnson wanted the letter put in a better form than the writer seemed capable of putting it in, until the last sentence, which was dictated entirely by Mr. Johnson, for the purpose of strengthening the communication that the writer was making. This is merely my opinion ; it may or may not have been the case. The facts I have stated in my previous evidence as correctly as my memory would serve me.

Question by court. You have said Captain Crosman appeared sanguine that he should be able to establish his charges against Lieutenant Colonel Brant ; that you thought otherwise, and told him so. Do you mean that you expressed to Captain Crosman your opinion that his charges were ill-founded, or that he would not be able to produce the necessary proof to establish them?

Answer. I did not express to Captain Crosman any opinion on his charges, as to their validity or sufficiency of them ; but stated that I did not think they would be proved against Colonel Brant, or even that he would be arraigned on them. I will state that I gave no reason for this opinion ; nor could I give a satisfactory one now, as I never, in my life, knew Colonel Brant guilty of any misconduct in office.

The court adjourned to meet to-morrow, at 12 o'clock.

WEDNESDAY, DECEMBER 12, 1838.

The court met pursuant to adjournment.

Present : All the members.

Captain CROSMAN, a witness, under oath, again called into court, says :

"In compliance with the order of the court on yesterday, I searched diligently all my papers, but could not find the letter sent to me by Mr. John Kimball. I presume it was burnt or destroyed, with a large quantity of private memoranda and other unofficial and unimportant papers, when I packed my papers preparatory to an anticipated journey to the east. I will add, that the only circumstance that fixes the fact of its former existence and its contents in my memory, arises from the fact, that, after I had sent for Mr. Kimball, and shown him the letter from the acting Quartermaster General, and made of him the inquiries therein directed, and carefully taken down his conversation at the time, that he should soon afterwards, upon the same day or the next, address a letter to me declining to give the information he had already given."

The following note was received from Colonel Brant :

"Lieutenant Colonel Brant respectfully objects to all that portion of Captain Crosman's testimony which relates to the reasons assigned by him for recollecting the fact of a letter addressed to him by John Kimball ; and contends that the same is irrelevant, as it does not prove the loss of the letter, and imputes some impropriety to the witness Kimball."

The court directed to be entered on the record that "the court does not sustain the objection."

JOHN KIMBALL, a witness, again called into court :

Question by court. It appears that one of the vouchers, signed by you, (alluded to in your testimony, viz: the one dated 5th of October, 1837,) is a charge for keeping mules. State in whose stables they were kept; whether in your own, or in those of other persons.

Answer. Sometimes I had them in my own stable and yard; for a short time I had them in Major Brant's pasture. I do not know how many I had in Major Brant's pasture, nor for how long a time. I believe I kept some of these mules in other people's stables; but I cannot recollect certainly. I cannot recollect the names of the persons who kept them for me. I think I had forty or fifty at one time in my stable-yard; I do not recollect how long I kept them there.

Mr. B. W. ALEXANDER, a witness, duly sworn, answers:

Question by court. Did you see the public horses or mules at pasture on Lieutenant Colonel Brant's plantation in the summer of 1837? If so, please state the appearance of the animals, and also of the pasture.

Answer. I saw them. I did not take particular notice of the pasture or of the animals; and, therefore, cannot state the condition of either.

Question by court. From what you saw of the animals and pasture, what idea did you form, and express, as to their treatment?

Answer. I neither formed nor expressed any.

Question by court. Do you keep a livery-stable in this city? and how long have you been engaged in that business?

Answer. Yes; and I have kept one for seven years.

Question by court. What were the current prices of hay, corn, and oats, and wheat bran, in this market during the summer of 1837?

Answer. For my hay I paid $62\frac{1}{2}$ cents per cwt.; but I bought it at a bargain, and below the usual market price, which I think was from $62\frac{1}{2}$ cents to \$1 $37\frac{1}{2}$ per cwt. I cannot say what it was generally. I bought some, after my supply gave out, for \$1 $37\frac{1}{2}$ per cwt. Corn was from 50 to $62\frac{1}{2}$ cents per bushel. Oats were worth from $37\frac{1}{2}$ to 43 cents per bushel; I paid that during the season. I do not know what was the price of wheat bran.

Question by court. What were the usual rates of pasturing and feeding with grain horses and mules in this neighborhood in June, July, August, and September, 1837?

Answer. For pasturing, by the single horse, and giving grass, salt, and water, I charged \$1 25 per week. It was a very good pasture, a part of a meadow which I had fenced off; enclosures good, some shade; the water I drew from a well, and kept a man with them all the time for that purpose; the grass was blue grass, clover, and timothy. But when five or six horses were put in by the same person, I charged \$1 apiece per week. The pasture was in this State, and about two and a half miles from town. I kept no horses in pasture which were, at the same time, grain-fed. I did not pasture any mules.

Question by court. What were the usual rates of keeping horses at livery in this city at the time referred to? and would you make any difference in your charges for one or one hundred horses? If so, what difference?

Answer. I was charging, for a single horse, \$3 a week; for twenty horses, not more than \$2 50. I would not keep any number for less than that, viz: \$2 50.

Question by court. Were you applied to by any person to keep public horses or mules during the summer of 1837?

Answer. No. Some few public horses were sent to my stable by Major Brant; I do not think there were more than *five or six*; they staid only a few days, while they were shoeing them.

Question by court. If application had been made to you to keep public horses at the time referred to, could you have kept them? and how many? and at what rates per head per week? giving them plenty of good pasturage and grain and hay, if necessary.

Answer. I should like to have kept them at \$2 50 a week at livery. I never kept horses in pasture and gave them grain; and, therefore, do not know what it would be worth.

Question by court. What did you charge for those public horses that were sent you by Lieutenant Colonel Brant? and how did you feed them?

Answer. I fed them on hay, oats, and corn, as I usually do horses at livery; I thought them well fed. I charged \$3 a week; or rather at that rate, for I do not think that either horse was there a full week.

Question by court. Did you or not express a wish to get some of the public horses to keep, at the time referred to? If so, state to whom, and the terms you offered to keep them for?

Answer. I did tell Mr. Calvert and Mr. John Darneille that I should like to have thirty or forty of them for \$2 50. I meant to keep them at livery.

Question by court. What prices would you have charged for keeping as many horses at livery in your stables as you could have accommodated at the time referred to, giving them the use of a lot or pasture for exercise?

Answer. I had no lot to let them exercise in. If I had undertaken to keep them, I should have kept them in health and order; I would have kept their legs from swelling; either by sufficient exercise or by hard rubbing. Those public horses I did keep were exercised.

Question by court. How many horses would you have undertaken to keep at the time alluded to, if you could have obtained a contract for the purpose, and at the prices you have mentioned?

Answer. Thirty or forty.

Question by court. Do you know of any proposals having been invited by public advertisements, for keeping the public horses, either at livery or in pasture, in 1837? Are you in the habit of seeking for such kind of information in the newspapers?

Answer. I never read any thing of the kind from the quartermaster. I saw one from Captain Hitchcock. There might have been one from the quartermaster, and I might not have seen it. I am in the habit of reading the newspapers.

Question by court. Could you, or not, have well kept a greater number than 30 or 40 horses at the time referred to, by changing them occasionally from your stables to your pasture? How many could you and would you have thus accommodated, and at what price?

Answer. I could have well kept in that way about 60. I do not know what it would be worth; I never kept any in that way.

Question by court. Were you well acquainted with John Kimball and J. O. Bradshaw, who kept livery-stables in this city during the summer of 1837; and the extent of their respective stable accommodations? If so, please state particulars.

Answer. I was well acquainted with the men; but I do not know the extent of their stables, and therefore cannot judge how many horses they would contain.

Question by Colonel Brant. State where the pasture in which you kept horses in 1837 is situated, and its extent.

Answer. It is on a farm I hired from a man named West. I am not certain whom he rented it of; it is near the Prairie House, west of St. Louis, and two and a half miles from town; about 36 acres in extent, as near as I can judge.

Question by Colonel Brant. How much did you charge per week for keeping a horse in the fall and summer of 1837, when he remained in your stable less than one month?

Answer. Seventy-five cents a day for any person for less than a week; at the same rate for a transient person for more than a week, and less than a month; and \$3 a week for an old customer, for more than a week.

Question by Colonel Brant. How much did you charge for a single feed to a horse in the summer and fall of 1837?

Answer. Thirty-seven and half cents.

Question by Colonel Brant. Did you keep any horses at livery in the fall or summer of 1837 for less than \$3 per week? and for whom kept, and for what price?

Answer. Yes. Dr. Martin for one—that is, by the year; Dr. Clarke for another, for \$2 50; I do not think Dr. Clarke kept a horse all the year.

Question by Colonel Brant. State which is the preferable mode to prepare horses for hard service—good pasture, hay, old grain, range, running water, and shade, or the usual mode of stabling in this city, during the summer season.

Answer. I should think old grain, stabling, and exercise.

Question by Colonel Brant. Do you know the stable kept by John Calvert the summer and fall of 1837? If so, can you say how many public horses could have been accommodated there at that time, in addition to the number of private ones usually at that stable?

Answer. I do not know enough about it to say.

Question by Colonel Brant. Did you keep any horses for the Indian Department, or for the American Fur Company, in the fall or summer of 1837? If so, state the price per week, and the number of horses.

Answer. I did not keep any for the Indian Department. I do not think I kept any for the American Fur Company; if I did, it was very trifling. There might have been one or two of them; I do not recollect the price, if they were kept, but I suppose 75 cents a day.

Question by Colonel Brant. Did Captain Crosman apply to you for a written statement on the subject of horse-keeping, in the fall of 1837, or the winter and spring of 1838? and, if so, state all the circumstances connected with his calling on you.

Answer. I received a note from Captain Crosman. I do not think he called in person; and I answered it, because I had already committed myself in speaking on the subject to Mr. Calvert and John Darneille; otherwise, I would not have answered it, not wishing to interfere with Colonel Brant's business.

Question by Colonel Brant. Are you personally acquainted with John Darneille and John Calvert? Do you know whether both or either of them

is unfriendly to Colonel Brant; and have you heard either of them speak in unfriendly terms of him?

Answer. I am very well acquainted with them both. I have heard Mr. Darneille speak very roughly of Colonel Brant; I have never heard Mr. Calvert say any thing against Colonel Brant.

Question by Colonel Brant. Please repeat, if you can, some of the expressions used by Darneille in relation to Lieutenant Colonel Brant.

Answer. I cannot repeat them; I heard him abuse Colonel Brant in speaking of him.

Question by Colonel Brant. Would you have agreed to keep 30 or 40 public horses at \$2 50 per week, unless you could have been assured of having them for some definite time?

Answer. Not for a day or two, as a matter of course; a man ought to have them at least a month, to take them on those terms.

Question by court. Did Darneille, on the occasion alluded to, speak as if he bore malice against Colonel Brant; or was he merely complaining of Colonel Brant's treatment of him? When and where did the abuse of Colonel Brant, by Darneille, occur?

Answer. The first time I ever heard him speak unfriendly of Colonel Brant was the time he brought horses here for Colonel Brant, (as he said,) and Colonel Brant refused to take them. He had always spoken well of him before. He told me, in the early part of the day, that Colonel Brant would not take the horses; afterwards, in the evening, he said Colonel Brant had taken them; but he appeared still angry with him. This was in the summer or fall of 1837, when they were purchasing horses for the United States in this city.

Question by court. Did he appear to be impressed with a revengeful feeling against Colonel Brant?

Answer. I do not know; he made no threats. All I know is, that he was very angry, and said a good deal.

The court adjourned to meet to-morrow at 10 o'clock.

THURSDAY, DECEMBER 13, 1838.

The court met pursuant to adjournment.

Present: All the members.

JOHN CALVERT, a witness, again called into court:

Question by court. Are you acquainted with the size of the livery-stable kept in the summer of 1837 by John Kimball? if so, state particularly its capacity, or the number of horses it will contain.

Answer. I built that stable some seven or eight years ago. The centre or principal stable holds 38 horses in stalls; and an additional shed, built by me, holds 10 horses; and a second additional shed, built by me, holds 12 horses. I believe that other additional accommodations have been added since, in 1838; and there may have been some added in 1837. But I believe that all the alterations made since I built it have been made in 1838.

Question by court. Do you know the size and extent of the stable kept in 1837 by J. O. Bradshaw? if so, state it, and how many horses it could accommodate.

Answer. I cannot say exactly. I should say, though, not more than 30 or 40 horses. It is not calculated for very extensive accommodations.

Question by court. Did you, or not, formerly purchase many public horses for Lieutenant Colonel Brant? and did you ever sign blank receipts for them?

Answer. I purchased a good many horses for Colonel Brant, and I transacted a good deal of business with him. I signed a great many receipts. I think I have signed blank receipts, but I cannot be certain.

Question by court. State what pastures on this side the river, and near town, you could have obtained for the purpose of keeping public horses in the summer of 1837; and the distance of each from this city.

Answer. I could have got a very fine pasture from Mr. W. C. Carr, about a mile and a half from town. I have had it for some years before in succession. Mr. Lucas had a pasture about a mile or a mile and a half from town, which he proposed renting to me. None other, nearer than four or five miles.

Question by court. Was application made to you, at any time during the year 1837, to keep public horses; and did you keep any during that year? if so, by whom was it made, and how many did you keep, and for how long a period?

Answer. No application was made to me by any person, and I kept none—I mean none at all for the dragoons or the quartermaster. I kept a good many for the Indian Department.

Question by court. Where and how did you keep the horses of the Indian Department, and for what price per week? State also the months when you kept them.

Answer. Part of the time, I kept them in my stable and stable lot; part of the time, in a pasture I got from Mr. Choteau, about four miles from town. I kept them as first stated, (viz: in stable lot,) when they were purchased and brought in, till they amounted to 30 or 40; then they were carried out to the pasture. In all, there were between 200 and 300; sometimes 150 at a time; generally on hand between 80 and 100. When I kept them in the stable, I charged \$3 a week for any number. When they were in the pasture, we charged \$1; that is, when the first were put in the pasture, and the pasture was fresh; and we did not feed them at all. After the first lot was taken out, and the pasture had been somewhat shorter than it was at first, though still a pretty good pasture, we fed them on grain twice a day, giving them what they would eat, keeping their troughs full. When they were fed in this way in the pasture, I charged \$2: this was from the middle of September to the middle of November, 1837, I suppose, from the first to the last of the business.

Question by Colonel Brant. What kind of pasture could you have got from Judge Carr and Mr. Payne—woods or meadow? if meadow, was it before or after the grass was cut?

Answer. Mr. Carr's was part meadow and part blue grass, and, I suppose, as good a pasture as any in the country. I could not have got the meadow part before it was cut. Mr. Payne's was not meadow, it was blue grass.

Question by Colonel Brant. State what you know as to the occupancy and extent of "Kimball's" stable, located a little west of the Methodist church, St. Louis.

Answer. I do not know that there is any stable there; but I have heard so. I was never in it.

Question by Colonel Brant. How many stalls were in the stable you kept in 1837, during the time you were receiving Indian horses?

Answer. About 75.

Question by Colonel Brant. State what description of horses were those belonging to the Indian Department; were they of the same quality as dragoon horses?

Answer. They were generally what is termed in this country French ponies. A good many of them were very fine horses.

Question by Colonel Brant. State the quality of the pasture you hired of Mr. Choteau; meadow, or woods pasture, or stubble.

Answer. Part of it stubble, part woods pasture. It is known that stubble pasture in this country, when the grain is first taken off, is very fine; none better.

Question by Colonel Brant. Did you not keep a good many of those Indian horses in the lot adjoining your stable? were they groomed?

Answer. They were not groomed in the lot; they were groomed in the stable; they were changed backward and forward from the stable to the lot. We had sometimes 40, or perhaps 60, in the lot, and 20 in the stable; but the object was not to stable them, unless it was convenient.

Question by Colonel Brant. State what is the usual mode of making out an account for keeping a large number of horses; do you state the number of days, multiply the number of days by the number of horses, and divide the whole by seven?

Answer. That is the rule I generally go by. I have made all my accounts in that way.

Question by Colonel Brant. Do you recollect how much you received for keeping Indian horses at livery in 1837? If so, state the amount, or as nearly as you can.

Answer. I do not know exactly. I cannot be certain, without referring to my books. I suppose between \$600 and \$800.

JOHN K. WALKER duly sworn as a witness, answers:

Question by court. Are you a practical farmer, and do you know the best mode of feeding horses and mules, and pasturing them on farms?

Answer. I am a farmer on a small scale. I keep my own horses in good condition by feeding them plentifully. In this country we mean, by pasturing a horse, "to put him in a field and give him no grain."

Question by court. Have you been in the habit of keeping horses in pasture, or in stables? If so, what is your usual method of treating them, in either situation, when required for active service?

Answer. I have not been in the habit of keeping other horses than my own. When I intend them for hard service, I do not put them in pasture, or feed them on grass at all. I put them in stables without stalls, (though it is better to have stalls,) and give them as much grain as they want.

Question by court. Did you express to any one a wish to keep public horses or mules in the summer or autumn of 1837; and could you have kept them if applied to; and at what prices, giving them good pasturage, and plenty of grain if required?

Answer. I did express a wish to keep some at that time. I could have kept fifty, giving them good pasturage, and plenty of grain if required, I would have done it for \$1 50 a week. That would have been a low price, though corn was high that season—from 50 cents to 62½ cents in the

country. I came here to apply to Major Brant to keep horses at \$1 50; but I heard they would soon be removed, and therefore I did not say any thing to Major Brant about it. I suppose he never knew of my intentions to make proposals, or any thing about it.

Question by court. Please state the nature of the pasture you had, and would have given them; its extent in acres, the nature and quantity of grass upon it, and its advantages of shade and water.

Answer. I had a field of seventy or eighty acres; part of it was in clover, part of it wheat stubble, and part of it meadow, the grass having been mowed off it. There was plenty of shade for that number of horses; but, perhaps, not water enough. I should, perhaps, have had to carry them to water part of the season. This pasture is about a mile and a half west of the Bellefontaine road, about ten miles from St. Louis, and in this State.

Question by court. Did you see the public horses or mules at pasture on Lieutenant Colonel Brant's plantation during the summer or autumn of 1837? and, if so, what was the appearance of the animals and of the pasture? and what opinion did you form and express on the subject?

Answer. I saw horses there that I understood to be public horses. At the first, when the horses went there, I should say the pasture was very good. How long it remained so, I cannot say. But it was pretty bare some time before the horses were taken away.

Question by court. Had you, or not, good and frequent opportunities of observing the condition in which the public horses were on Colonel Brant's farm? if so, state for what sum you would have kept such horses in like manner and condition.

Answer. I saw the horses frequently. I generally come to town about once a week, and the road passes by Colonel Brant's pasture-field. This afforded me the only opportunities I had of observing. I generally looked at the horses as a traveller would in passing. I would have kept about fifty horses in the condition in which those horses seemed to be kept for \$1 50 a head per week.

Question by Colonel Brant. Do you know whether those horses were frequently changed? and, if so, state whether you would have kept the public horses for \$1 50 per week at the time stated by you, and have furnished attendants to take them to your farm as frequently as those horses were changed, in the summer and fall of 1837, from the city to the pasture.

Answer. No; I certainly would not.

Mr. JOHN CALVERT, a witness, came into court, and desired to make a statement in explanation. He says he made the contract for keeping the Indian Department horses in the pasture for prices as stated by him: that he received the money for the pasturage, as stated, till the second lot were put in, and then began to feed them on grain: that then he turned the contract over to Mr. John B. Sarpy, who furnished the grain, and who kept them at the contract price made by him, (Calvert,) viz. \$2: that on referring to his books, since he left the court, he perceives this to be the case. He further states, on reference to his books, now produced in court, that the whole sum received by him for keeping these Indian horses was \$703 24 $\frac{1}{2}$. This does not include what Mr. Sarpy received on the contract turned over to him.

Question by Colonel Brant. Why did you turn the contract to Mr. Sarpy, after the pasture became bare? Was it not profitable to have carried and furnished the grain at the contract rate?

Answer. Because Mr. Sarpy had the grain on the place, and wished to use it. I turned over the contract on his account, not on mine. Mr. Sarpy had made the contract with me for Captain Hitchcock. I think the contract would have been profitable to me; I should have been perfectly willing to have carried it out.

Doctor HARDAGE LANE, a witness, being duly sworn, answers:

Question by court. Did you see the public horses or mules at pasture on Lieutenant Colonel Brant's plantation, during the summer or autumn of 1837; and, if so, what was the condition of the animals, and also of the pasture?

Answer. I saw the horses in a pasture, which I did not then know to be Colonel Brant's, and which I did not know to be his till the sale to Mr. Riggins; though, perhaps, I had heard it said to be his, when the newspapers took notice of this subject. The condition of the horses I did not particularly observe. I saw nothing in the pasture on which animals could subsist. On the east side of a ravine, which passes through, I saw green corn growing. I am not certain that green corn was on the east of the ravine while the horses were in the pasture. As to whether the horses could pass from the pasture to the corn-field, I am not sure; I saw no fence between them; but I saw no horses in the corn-field. This was in the fall of 1837, I think. I think the animals I saw, and which are referred to in my testimony, were chiefly mules.

Question by court. Did you remark whether the horses or mules were kept in that pasture-field long after it had become destitute of grass?

Answer. I did not pass there more than three times, and, consequently, did not observe them during a long period of time. I think the three times I passed there was within a period of a week or ten days, or perhaps less.

Question by Colonel Brant. Did you go into the pasture and examine it? if so, state when.

Answer. I did not.

Question by Colonel Brant. [Erased. For reason of this erasure, see below.]

The court adjourned to meet to-morrow at 10 o'clock.

FRIDAY, DECEMBER 14, 1838.

The court met pursuant to adjournment.

Present: All the members.

Colonel Brant requested the permission of the court to withdraw the last question to the witness. [See *supra*.]

The court, in compliance with the request, directed the question and answer to be erased from the record.

J. T. SWEARINGEN, duly sworn as a witness, answers:

Question by court. Did you see the public horses or mules upon the farm of Lieutenant Colonel Brant, in the summer or autumn of 1837? If so, will you please state to the court the opportunities you had of knowing their condition, mode of treatment, and the accommodations afforded them; and what they were?

Answer. In the summer of 1837, I was in the habit of passing frequently the field on Major Brant's farm in which the horses were kept. I saw both

horses and mules in the field at the same time. When they were first put in there, the pasture was very good. In a very short time after they were put there, the pasture was entirely eaten off. The whole field became quite dusty. I noticed that, when some of the horses were first put in, they were in very fine order, and that a short-time afterwards they had fallen away very much in flesh. As to the mules, I did not pay so much attention to them. As to the mode of feeding the horses, I do not know any thing about that. There was good water and shade in the field. There were forest trees left in the field, and locust trees planted along the fence; but the horses destroyed most of these by eating the bark off.

Question by court. If horses to the same number had been put in any pasture-field, would or would not the pasture have become necessarily trodden down in a short time? Would any field have been procured near here, in which the horses would have fared better?

Answer. If the same number of horses had been put in any field of that size, it would soon have become trodden down. I do not know that any field could have been found near here, better than that, when they were first put in. Other fields could have been got to have changed to, when the pasture was eaten down in that. Doctor Farrar's field could have been got, adjoining Colonel Brant's farm. I do not know certainly of any other.

Question by court. At what times, and how often, (as nearly as you recollect,) did you see the mules at pasture on Lieutenant Colonel Brant's plantation?

Answer. I cannot recollect the dates exactly; I saw them several times.

Question by court. Did you see the public horses and mules when they were taken from Colonel Brant's pasture? If so, what was their condition, generally? Were they fit for ordinary service?

Answer. I do not recollect that I saw them when they were taken from Colonel Brant's pasture. I saw them frequently in the field—once or twice every week while they were there. Judging from their appearance in the field, as I passed, some were and some were not fit for ordinary service; most of them were.

Question by court. Are you acquainted with the locality and capacity of the stable kept in the summer of 1837 by John Kimball?

Answer. I know where it is; but I do not know its capacity.

Question by court. Did you or not ever see clouds of dust arising from the pasture in which the horses were kept? If so, please state particulars.

Answer. I did. On returning from my brother's in the country, several miles on the other side of where the horses were kept, from the top of a high hill I observed, in the direction of town, what I thought was a smoke; but on arriving near the place where the horses were kept, I discovered it was the horses and mules, who were running through the field, which caused the dust to rise in clouds.

Question by court. Did you see any public horses or mules in Kimball's stable? If so, how were they kept—whether in stalls or otherwise—in the summer or fall of 1837?

Answer. I do not recollect that I saw any in the stable. I saw some in the yard, which I was told were dragoon horses; some of these were in stalls, in open sheds on the side of the yard. I do not recollect, particularly, whether there were any mules; but I noticed the horses.

Question by Colonel Brant. Have you been questioned by Captain Crosman on the subject of any knowledge you might have of the appear-

ance and condition of the public horses kept on the plantation of Major Brant in the summer or fall of 1837? If so, have you conversed with him more than once, and when, on that subject?

Answer. I have not been questioned by him. I never spoke over three or four words with him on the subject; I do not recollect that it was more than once. The subject may have been mentioned more than once; but he never questioned me at all about it. I believe the only conversation we had was this morning, in the witness's room, when he mentioned the subject on which I would be examined here. He may have done that also in the street.

Question by Colonel Brant. State, as accurately as you can, the size and kind of pasture belonging to Doctor Farrar; its advantages of shade, water, and grass.

Answer. It was much larger than Colonel Brant's, containing between fifty and one hundred acres, and had a running stream through it. Part of it was good blue grass pasture. Shade very good. Part of it upland pasture, part lowland.

Question by Colonel Brant. Describe the color, size, and general appearance of such horses as you saw, which, when first put into the pasture, were in good order, and afterwards were by you observed to have fallen off.

Answer. Some of them were large bay horses. I was looking for a match for a horse that I had, and therefore I observed them particularly. I believe I mentioned to Colonel Brant that I was looking for a match. The horses changed so much that I scarcely knew them. I feel satisfied they were the same horses. I observed particularly these horses; but I considered that all in the pasture had fallen off.

Question by Colonel Brant. How many horses do you believe were in the field at the time you say they all appeared to have fallen off? and state the particular period of time when you saw them look thus.

Answer. I could not say how many were there. I suppose from fifty to one hundred—probably more; but I cannot form any correct idea. I cannot fix the time.

Question by Colonel Brant. How often did you go into the pasture, and examine the condition of the horses and mules kept on the plantation of Major Brant?

Answer. I do not recollect that I was in the field more than once. I was several times along the road when the horses were assembled near the road, where they fed.

Question by Colonel Brant. Was the pasture of Doctor Farrar, at any time during the year of 1837, equal to the pasture of Major Brant when the public horses first were put there?

Answer. Part of it was—I cannot say how many acres; but a large piece of it, near the running stream of water.

Question by Colonel Brant. State whether you have spoken a good deal on the subject of the manner in which the public horses were kept at the plantation of Major Brant, and in terms of censure as to the mode of keeping.

Answer. I have spoken very seldom of it. I made remarks after passing there; but not often. I spoke of it as I have testified here, that I did not consider the horses well kept, or well taken care of.

Question by Colonel Brant. Are you a farmer; and have you ever been accustomed to keep a large number of horses?

Answer. I have been raised on a farm till 16 or 17 years old, and am accustomed to keep horses, such as are generally kept on a large farm.

Question by Colonel Brant. What length of time intervened between your first noticing the good condition of those bay horses you alluded to, and your remarking that they had fallen off?

Answer. It might have been 10 or 12 days—probably more.

Question by Colonel Brant. Was there more than one field to which the horses on Major Brant's plantation, in the summer and fall of 1837, had access? If so, state about what number of acres it contained.

Answer. I think there was but one field that I recollect to have seen any horses in.

Question by Colonel Brant. In what month was it that you went to the pasture to look for match-horses, in the year 1837?

Answer. I cannot recollect the month; it was in summer.

Question by court. You have stated that any pasture, with a like number of horses in it, would have necessarily become trodden down; what, in such case, would have been the obvious and proper mode of insuring the thriving of such horses?

Answer. To have fed them at proper times with grain, or something suitable.

Question by court. Did you see the horses at any time when they had just been fed? If so, what kind of feed was before them?

Answer. I have seen them feeding at the troughs, but did not see what kind of feed was before them. I was not close enough to them, and most of them were gathered around the troughs; and when they were feeding in this way, I judge that the vicious among them kept the others off; and that, I judge, was the cause of their falling away more rapidly than they would otherwise have done.

Question by court. Have you any knowledge of the price of pasturing and feeding horses in the summer and autumn of 1837? If so, state what you know.

Answer. I had mine pastured and fed on grain, but I do not recollect at what price. I do not know what the customary price would be for feeding on grain and pasturing a large number of horses.

Question by court. Do you know of any proposals having been invited by public advertisements, either in the newspapers or otherwise, for pasturing or otherwise keeping the public horses under charge of the quartermaster's department, in the year 1837?

Answer. I do not recollect of ever having seen any, and I know of none.

Question by Colonel Brant. Do you know whether Dr. Farrar would have agreed to pasture and grain-feed the public horses in 1837, furnishing the necessary attendance, &c., for the number you have seen on the plantation of Colonel Brant?

Answer. I do not know any thing further than I heard him say he would have rented the pasture, and let go with it a piece that was in corn, of about 12 or 15 acres, for a fair price. I suppose the corn was planted, as is usual, in the latter part of May.

Judge W. C. CARR, duly sworn as a witness, answers:

Question by court. Are you acquainted with the usual prices of pasturing, and at the same time feeding with grain, or of keeping at livery, a large num-

ber of horses in the neighborhood of St. Louis, in the summer and autumn of 1837? If so, please state them.

Answer. I am not aware that I know any thing about the customary or usual price of pasturing or grazing horses. I know that I have myself pastured and grazed horses for six or seven years past. I have never charged for pasturing horses more than 75 cents a head per week, except in the year 1837 and 1838. The price for which I pastured many horses in 1837 was 75 cents; but in some instances, perhaps, it was \$1 a head per week. Prior to that time, it had been lower; I think I had charged less. I speak only of grazing horses; I have never fed them with grain at the same time. My pasture is about a mile from St. Louis.

Question by court. What was the current price of hay, oats, corn, and wheat bran in the summer and autumn of 1837?

Answer. I am not able to say what was the price of hay at that time. I sold mine later in the winter for more than \$1 25 per cwt. But I believe that was the usual price at that time, viz: in December, 1837. I paid 50 cents a bushel for corn, and 37½ cents for oats, at different times, in the fall and summer of 1837—somewhere between the middle of June and 1st of October. I do not think that I paid a higher price than those stated. I recollect that I sometimes bought oats lower. I bought wheat bran somewhere about October: I gave 12½ cents a bushel for a large quantity. I paid 16 cents afterwards for a small quantity.

Question by court. If application had been made to you, would you have undertaken to keep public horses or mules in the summer or autumn of 1837; and, if so, at what rates per week, giving them plenty of grain, if required?

Answer. I do not think I would have agreed to take them at all—that is, to feed them. I might have taken them to have pastured.

Question by court. Do you know what were the usual daily wages of white men and negroes, accustomed to the care of horses in the way of feeding and grooming, in the summer and autumn of 1837?

Answer. I do not.

Question by court. Did you see the United States horses and mules, in the summer and autumn of 1837, on the farm of Colonel Brant, near this place; if so, what was their condition, and that of the pasture?

Answer. I did not see them. I do not think I was in that direction at all during the time they were there.

Question by Colonel Brant. State, if you can, what is the difference in value per ton, in the months of July and August, between old hay and new hay which has never been put up in stacks?

Answer. I cannot say. I have always sold hay from the stacks or the barn. But I have always understood, and believe, that old hay, well cured, is more valuable than new.

Question by Colonel Brant. Was your pasture mowed? if so, was the grass mowed at the time horses were put on the pasture? How many horses could you have taken on your pasture?

Answer. Part of it was meadow land mowed, part of it was not. I rented my meadow after it had been mowed, in 1837, to Mr. Dubois, for (I think) \$100 for the grazing season, with the liberty to put on it as many horses as he pleased. I think he had, perhaps, 30 or 40 in at a time; sometimes not half that number. There are between 30 and 40 acres in that pasture. I will mention that several of the livery-stable keepers applied to me for the

meadow I rented Mr. Dubois, as above stated. I think I asked \$200, which they were unwilling to give. At last, and about six weeks after this, Mr. Dubois took it for (I think) \$100; when, too, the season was well advanced.

Question by Colonel Brant. At what rate per head would you have been willing to pasture public horses on your meadows before they were mowed, and, at the same time, supplied the full allowance of grain—say, eight quarts of old corn per day for each, during the summer of 1837; and, if so, what number would you have pastured?

Answer. I would not have done it at all. My meadow was very fine: it produced nearly three tons of hay to the acre. I can make no estimate of what it would be worth. I am not so good a judge of the price of corn as some other persons. But the price of the quantity of corn required for that purpose may be easily calculated.

Question by Colonel Brant. Did John Calvert rent pasture land from you in 1837? If so, state the kind of pasture, and the number of acres.

Answer. He did not rent of me that year, though he applied; but the pasture he wanted Mr. Dubois got.

Question by Colonel Brant. Do you know the character of the low land on the plantation lately owned by Lieutenant Colonel Brant, near this city? if so, state it.

Answer. I am inclined to think that it is a good grass land. But I have not examined it particularly, and am not able to say.

Question by Colonel Brant. What quantity of hay do you suppose the low meadow land of Lieutenant Colonel Brant would have yielded in an ordinary season?

Answer. I am entirely unable to say. It would depend on the cultivation.

The court adjourned to meet to-morrow at 10 o'clock.

SATURDAY, DECEMBER 15, 1838.

The court met pursuant to adjournment.

Present: All the members.

PATRICK DILLON, duly sworn as a witness, answers:

Question by court. Did you see the public horses and mules while in Colonel Brant's pasture in 1837? if so, what was their condition; the accommodations afforded them, as regards the quality of the pasture; and what the kind of food given them, other than grazing?

Answer. I saw a number of horses in the field as I was going along the road in (I think) August, 1837. I noticed the horses, as I wanted to buy a few horses to put on my farm. I thought they looked poor, and that I could get them cheap. I did not then know to whom the horses belonged. I made inquiry in order to see the owner, and ascertained that they belonged to the Government. I did not think any thing more of it then. The pasture was very poor, I thought. I know nothing about the food given to them. I have never been there but on that occasion, while the horses were there. As far as I saw the field, it appeared to be bad. I do not know that I can say positively how many horses were in the field; perhaps between 60 and 100. I did not go into the field; but I took a good look at the horses, to satisfy myself that they were in bad order. I do not mean all of them; but they generally were so.

In consequence of the absence of a witness, the court adjourned to meet on Monday, at 10 o'clock.

MONDAY, DECEMBER 17, 1838.

The court met pursuant to adjournment.

Present: All the members.

Mr. THOMAS J. PAYNE, duly sworn as a witness, answers :

Question by court. Were you acquainted with William Walker, who resided in 1837 in Franklin county, Missouri? and, if so, how long have you known him?

Answer. Yes, I am well acquainted with him; and I first knew him in the fall of 1832.

Question by court. Were the promissory notes of hand of Mr. Walker in 1837 as good as cash, or not? if not, how much per cent. were they worth in this market?

Answer. I consider them good as cash, and they were worth that in this market, as far as I know.

[Refer to explanation of this witness at page 129.]

The following note was received from Colonel Brant :

COURT ROOM, *St. Louis, December 17, 1838.*

SIR: I beg leave to suggest to the court that the last question propounded to the witness is wholly irrelevant to the matter pending before this tribunal, and can have no proper bearing on it. The notes of Walker, if not good in market, were certainly good against him. I therefore respectfully object to a question being put, which can be only intended by its purport to throw suspicion on me, without elucidating the investigation in any way—the testimony of John Darneille being already in possession of the court.

J. B. BRANT,

Deputy Quartermaster General.

The court did not sustain the objection, but directed the examination of the witness to be continued.

Question by court. Are you a practical farmer; and, if so, how long have you been engaged in that business?

Answer. I was raised a farmer, and I have been engaged in farming about 16 years.

Question by court. How far distant is your plantation from St. Louis, and how large is it?

Answer. My house is about five miles distant, in the direction southwest. I have about 1,400 arpens under fence.

Question by court. Have you ever kept horses or mules at pasture; and would you have kept any, if applied to in the summer and autumn of 1837; and at what rates per week, giving them plenty of grain if required?

Answer. I have kept horses, though I do not make it a practice. I have pastured horses at \$1 75 per month. I could not have kept any public horses well that summer, because I had my pasture enclosed too late to preserve the grass for that season.

Question by Colonel Brant. Are you acquainted with the character and quality of the tract of land on which the public horses were pastured on the plantation of Colonel Brant in 1837? If so, state whether it was good meadow land.

Answer. I know the land; it is good meadow land. As to the quality of the pasture, I cannot say.

Question by Colonel Brant. You say you have pastured at \$1 75 per month; was it woods pasture in its natural state?

Answer. It is not properly timber land; it is prairie land.

L. A. BENOIST, duly sworn as a witness, answers as follows:

Question by court. Are you a broker and dealer in promissory notes of hand? and, if so, how long have you been engaged in that business?

Answer. I am a broker and dealer in promissory notes in this city, and have been so for about six years.

Question by court. Are you acquainted with William Walker, who resided in Franklin county, Missouri, in the year 1837?

Answer. Yes.

Question by court. Do you know, and, if so, state, what per cent. in ready money the promissory notes of hand of William Walker were worth in 1837 in this market?

Answer. Before Walker's failure I discounted his notes for two per cent. per month, which was at that time the usual discount among brokers on the best paper offered to us. He failed about eighteen months ago; and, since his failure, I consider his notes worth nothing at all. He is perfectly insolvent.

Colonel Brant presented the following note:

"Lieutenant Colonel Brant makes the same objection to the question just addressed to this witness, which he did to a similar one when put to Thomas J. Payne."

The court directed the examination to be continued.

Question by Colonel Brant. Did Captain Crosman apply to you for information as to the pecuniary circumstances of William Walker in the summer of 1837?

Answer. No; I have no recollection that he applied to me. I made a remark to him on the subject, in an accidental conversation, without his asking for the information.

Question by Colonel Brant. At what time in 1837 did William Walker fail? Can you state that he had failed on or before the 13th or 14th June, 1837?

Answer. I think he failed about three weeks after the 5th June, 1837. I am not positive as to the date of his failure.

JOHN CALVERT, a witness, came into court to request to be permitted to correct a statement made by him in his evidence; and permission being granted, says:

"I stated in my testimony before the court, that for the horses which I kept for the Indian Department I charged at the rate of \$3 a week, while they remained in my stable and lot. I find, on examining the receipt for the money, that the charge was \$2 50 per week. I made the mistake by confusing the account for the Indian Department with the general account

of Mr. Sarpy. The charge was at the rate of \$2 50 a week for the latter part of the time—that is, about two or three weeks. I am not able to say what the charge was previous to that, whether it was \$2 50 or \$3. I think I did not expect to receive from the Indian Department less than \$3 a week. But Major Hitchcock said that the horses had remained on hand longer than was expected, and that the appropriation would not cover a large charge, (or something of that sort,) and on that account I consented to receive \$2 50: this, I think, is correct."

Question by Colonel Brant. Is the receipt of which you speak in your present explanation, that goes to show the horses were kept at \$2 50 per week, in your own handwriting, or that of your clerk?

Answer. In my clerk's.

Question by Colonel Brant. Has not this correction or explanation of your testimony been made upon the suggestion of Captain Crosman, or in consequence of conversation with him?

Answer. No; it was made by the suggestion of Mr. Sarpy.

Major E. A. HITCHCOCK, United States army, duly sworn as a witness, answers as follows:

Question by court. What prices were paid by you, as a public agent, for keeping horses either in stables or at pasture, during the portions of the years 1837 and 1838, at or in the vicinity of St. Louis? What number of horses were thus kept?

Answer. I paid \$2 50 a week for the horses that were kept in St. Louis at the livery-stable. For a single horse, on account of the Indian Department, I paid \$3 a week: this horse I had for my own use. The other horses were not kept, I presume, with the same care; but were principally kept in the yard connected with the livery-stable. I paid for the horses, except the single one that I refer to, through an agent employed by me, who made the arrangement for the keeping of the horses. I did not make the arrangement myself, but assumed that of my agent. I paid for the horses kept in the country \$1 a week.

I will explain to the court that I commenced making the purchases of the horses, I think, in October, 1837. Previous to the commencement, I invited proposals, through the newspapers of the city, for receiving the horses I was about to purchase in pastures in the country. I received some three or four proposals, ranging from 50 cents to \$1 per week. After examining the field (I cannot call it a pasture) which was offered at 50 cents, I was not pleased with it, and thought it would be better to pay a higher price for a better field or pasture; and I authorized my agent to exercise his judgment in selecting a pasture for the horses. I commenced making my purchases, the horses being for the Sac and Fox Indians. The horses for these tribes were to be paid for from a specific fund; and I included in the price of the horses all the expenses attending the purchases, until I commenced driving them to the nation. The number purchased for the Sacs and Foxes was about 150; the exact number I do not remember. About the close of this duty, I received two or three letters of instruction to purchase horses for several delegations of Indians returning from the seat of Government to their homes. As far as practicable, the expenses of these purchases were also included in the prices of the horses. But, on account of the uncertain period of the arrival at the place of the delegations, some of the horses were, for a longer or shorter period, on hand at expenses;

these expenses I paid separately, at the rate of \$2 50 a week for their expenses in the town, and \$1 for their pasture in the country. On the settlement of the accounts, the agent that I had employed to make these purchases, and to attend to whatever was necessary for their proper keeping and security, wished me to make him an allowance on account of some increase of expense, alleged by him as resulting from what he called the necessity of feeding the horses in the country with grain—it being late in the season, and the pasture, of course, not so good as it had been. This I declined doing on general grounds: my understanding with him having been that I was to pay but \$1 a week. The agent was John B. Sarpy, of this city.

Within the present year I purchased about 100 horses in the city for the Winnebago tribe of Indians. I did not invite proposals for pasturing the horses, but made personal application to two gentlemen living in this vicinity, who, I thought, had the best pastures in the country. And I agreed with one of them that he should take the horses at \$1 per week; which I paid. I made no arrangement with respect to the stabling, but left that for the agent to do. I do not know what he paid.

Question by court. Were the prices paid by you for keeping the horses in the country, for pasturage solely upon the grass within the enclosures where they were kept, or was any allowance for grain included? How far was the pasture from St. Louis? What was its quality, in reference to abundance of grass and water, as well as shade?

Answer. It was solely upon the grass. I did not allow for grain at all. The pasture was, I think, about four and a half or five miles from the city. I believe it had abundance of all the requisites for keeping the horses; and the condition of the horses was entirely satisfactory to me. Salt was to be furnished by the pasture-keeper.

It may be proper to state that the horses were not kept at the livery-stable in the town entire weeks; some were kept only a day, others two days; but they were charged for by the week, not by the day: the whole number of days being cast into weeks.

Question by court. Were the persons who took the horses to the pasture, and brought them back to St. Louis when necessary, hired by you, or by the owner of the pasture? What were the daily wages of such men?

Answer. The men employed for that service were not engaged by me; and I never understood that any separate charge was made for that service.

Question by court. Did you see the public horses which were turned over to the dragoons, in 1837, at this place, and at the time they were thus transferred? if so, please state their apparent condition:

Answer. I did not see those horses at the time they were turned over; and only saw a few of them, from time to time, during the summer, and prior to their being turned over. I saw one party of horses, which I understood to be for the dragoons, in a yard opposite the City hotel. I did not give any particular attention to the horses. I thought the horses, when I saw them opposite the City hotel, looked very well. But I am not a judge of horses.

Question by court. Were you a member of a board of survey which inspected certain dragoon horses in 1837 at this place? If so, state the period, and what was the result of the inspection, or the opinion of the board, as expressed in their report.

Answer. I was a member of a board of survey; it was late in the autumn—the precise time I cannot state. The board examined several horses, and

received explanations from Colonel (then Major) Brant, and from persons present at the time of the examination, accounting for the condition of the horses. Some were poor, some were galled by the saddle. The opinion of the board, to the best of my recollection, and as will be shown by their report, was, that the horses came to their condition from ordinary causes. It was not considered extraordinary that the number of horses examined by the board should be unfitted for service, considering the number necessary for a whole regiment.

The court adjourned to meet to-morrow at 10 o'clock.

TUESDAY, DECEMBER 18, 1838.

The court met pursuant to adjournment.

Present: All the members.

Major E. A. HITCHCOCK, United States army, a witness, in continuation:

Question by court. Did you relieve Lieutenant Colonel Brant as disbursing agent for the Indian Department at this place in 1837? and did that officer turn over to your care a quantity of Indian goods? If so, where were the goods deposited at that time, and what articles were they?

Answer. I did relieve Colonel (then Major) Brant in the duties of disbursing agent for the Indian Department in 1837. I believe it was about two months after I had thus relieved him, when I understood from him that he had in his charge a quantity of Indian stores. These were not formally turned over to me and receipted for, until some time later still in 1837. The goods had been stored in a brick building, which I understood was a public store-house. The articles were looms, spinning-wheels, ploughs, &c., articles intended for the benefit of the Pottawatomie tribe of Indians. I will remark, with reference to the public store-house which I have referred to, that I had no knowledge of my own respecting the ownership, or the manner in which it was rented for the public. It is on the corner of Second street, and the street next above Vine.

Question by court. Did Lieutenant Colonel Brant express a wish to you that the articles referred to should be removed? and, if so, for what purpose? Please state particulars.

Answer. The first intimation that I had, to the best of my recollection, from Colonel Brant, in reference to those goods, was connected with a wish, on his part, to have the goods moved. On the morning of the day following, I found a note at my office from Colonel Brant, reiterating his wish; the note stating, as a reason, that Colonel Brant had use for the store-house. I went out, at once, and made a conditional arrangement for the reception of the stores elsewhere, and called on Colonel Brant and expressed my readiness to move the goods. Some conversation ensued, in which it appeared that Colonel Brant was not particularly desirous of having the goods removed entirely from the store, but that he wished them moved from a particular floor or part of the building; in which, as I understood him, it was his wish to partition off a room for an office; the Colonel adding, that he supposed the goods might as well remain in the building. To which I had no objection; declining, however, on my part, to move the goods from one part of the building to another. I afterwards saw the goods in the upper story of the building, sometimes called the garret or attic.

Question by court. Did you ever pay for storage of the goods of the Indian Department in the building you have spoken of? If so, to whom was the payment made? by whom were the receipts for the money signed, and for what periods was the payment? What, also, was the sum paid?

Answer. I received the funds, and entered upon the duties of my office about the last of April or first of May. The clerk employed by me was a man who had been performing the duties of clerk in the same department before my arrival. I was myself, at that time, new in the duties I was about to enter upon, and deferred my own judgment, in many instances, to that of others whom I supposed experienced in the duties. The clerk, on preparing the papers making up my quarterly return for the quarter ending June, 1837, had entered a voucher for the payment of storage upon the goods in question, for the months of May and June, amounting to \$24. The receipt to the account was signed, according to my present recollection, by George K. McGunnege; the clerk receiving from me a check for the amount: whether payable to order, or not, I do not remember.

[NOTE.—At the request of the court, Major Hitchcock presented a duplicate of the voucher which the court directed to be recorded as follows, and the original returned to Major Hitchcock.]

THE UNITED STATES

To George K. McGunnege, Dr.

1837, June. For storage of one hundred and ninety-two packages and articles, consisting of 100 ploughs, 40 boxes, 20 spinning-wheels, and 20 looms, for Pottawatomie Indians in the months of May and June, 1837, at $6\frac{1}{4}$ cents per package per month - \$24

I certify that the services above charged for were rendered for the purpose and during the period stated.

Received, St. Louis, June 30, 1837, of Captain E. A. Hitchcock, military disbursing agent Indian Department, twenty-four dollars, in full of the above account.

\$24

(Signed duplicates.)

G. K. MCGUNNEGLE.

Major HITCHCOCK stated:

"I will remark that the duplicate voucher which went to Washington had, I presume, my signature to the certificate; which was given on my part in good faith, having no doubt that the service was rendered."

Question by court. Have you the account-book of the Indian Department, containing entries of the expenditures of the disbursing officer here of that department? if so, please state what sums, according to said book, were paid for storage of Indian goods in the building you have alluded to. Can you produce the book, and point out entries such as are here referred to?

Answer. The book is in my possession, to which the question refers, and of course subject to the order of the court.

It appears from this book, that, under date of April 30, 1837, there was entered a voucher for payment of \$48 to George K. McGunnege for storing Pottawatomie goods. The period for which this charge was made is not stated; neither is the place of store. I am not aware of any other

entry in this book for storage on such goods before I took the duties. I present this book to the court as belonging to the Indian Department, turned over to me by Colonel Brant when I relieved him in the duties of disbursing agent in the Indian Department.

The court directed the recorder to copy, from the book on this record, the entry or charge mentioned in the last answer, as follows :

[See book, on page 14.]

THE UNITED STATES

*In account current with Major J. B. Brant,
military disbursing agent, Dr.*

For disbursements on account of the Indian Department in the quarter ending March, 1837.

Date.	To whom paid.	On what account.	Amount.
1837, April 30	G. K. McGunnegele	Storage of Pottawatomie goods - -	\$48

Question by court. Was any account presented or paid for storage of these goods for the third quarter ending 30th September, 1837 ; and, if not, *why* did you not pay for such storage ?

Answer. After the close of the third quarter of 1837, in the office of Colonel Brant the subject of the goods was mentioned ; and Colonel Brant remarked that another quarter's storage was due upon these goods. I had, however, in my own mind, doubts of the propriety of making any payment for the storage of those goods ; and without expressing any opinion to Colonel Brant, I was determined to wait the presentation of some account, if any person claimed pay for storage, and then to ascertain the justice of the claim before making payment. A few days afterwards, Colonel Brant made the same remark, which I allowed to pass under the same impressions. I did not seek for any claimant. No claim was presented, and no money was paid.

Question by court. Whom did you regard at the time as the owner of the building in which you paid rent for storage of Indian goods through your clerk, to George K. McGunnegele, as spoken of in your former testimony ?

The following note was presented by Colonel Brant :

"Lientenant Colonel Brant objects to this question. The title to real property is a matter of fact, and not of supposition or mere vague opinion ; and this court has already had written evidence on the subject of this very property."

The court decided that the witness answer the question.

Answer. At the time that I made the payment through the clerk, I cannot remember, at this time, whether I had any opinion upon this subject. I presumed, as a matter of course, that the voucher presented for payment was a true one, and that some person was entitled to be paid for the storage.

Question by court. Under whose administration of the duties of the disbursing agent of the Indian Department did the claim for payment of

storage (alluded to by Colonel Brant in his conversation with you) purport to have accrued? Did Colonel Brant say to whom payment was due for said storage?

Answer. Under my own administration. Colonel Brant did not indicate the person who had the claim for the storage.

Question by court. If the claim, referred to by Colonel Brant in his conversation with you, accrued under your own administration, why did you object to pay it?

Answer. At the time of that conversation I had been several months in St. Louis; and I had derived the impression (though in what manner I am unable to say) that the building in which the stores were stored was already rented for the Government, and that no individual could have a just claim for storage of Indian goods in that store: that if any claim existed, it was one rather of the Quartermaster's Department against the Indian Department; my impression being that the building was rented for the quartermaster's department.

Question by court. In what building was the office of the disbursing agent of the Indian Department kept at this place, when you relieved Lieutenant Colonel Brant as disbursing agent for that department, in 1837?

Answer. I did business with Colonel Brant in the basement story of his dwelling-house, where he appeared to have two rooms as offices.

Question by court. Have you, or not, an invoice of the Indian goods referred to in your testimony? If so, will you produce it?

Answer. Yes; and I present it to the court.

[NOTE.—The court directed the invoice to be recorded as follows, and the original returned to Major Hitchcock.]

" Invoice of articles for Pottawatomie Indians, delivered by Captain J. P. Taylor, commissary of subsistence, to Captain N. F. Webb, of steamer Gazelle, for transportation to Major J. B. Brant, quartermaster, at St. Louis, Missouri.

Packages.	Marks.	Contents.	Weight.
			<i>Pounds.</i>
Boxes 1, 2, and 25, inclusive.	Maj. J. B. Brant, U. S. A., at St. Louis.	300 felling axes, assorted	1,534
Boxes from 26 to 31, inclusive.	Do.	300 hoes, assorted, grubbing, hill, and weeding	821
Bundles 10	Do.	Bar iron	1,120
Bundles 2	Do.	Steel	341
Ploughs 100	Do.	Ploughs	6,200
Looms 20	Do.	Looms, 20 (detached pieces)	8,400
Wheels 20	Do.	Spinning wheels	260
Boxes 1, 2, and 3	Do.	Containing fixtures and parts of 20 looms	3,667
Boxes 4 and 5	Do.	Rims, standards, and heads for 20 spinning-wheels	
Box 6	Do.	40 shuttles, 20 rakes, 20 temples, and 40 strips for looms	
Boxes 7 and 8	Do.	40 reeds and hiddles for looms	
Box 9	Do.	40 pairs of cards	
			22,343

Received, Louisville, 1st of September, 1835, of Captain J. P. Taylor, commissary of subsistence, the above described packages of articles for Pottawatomie Indians, in good order, which I promise to deliver in like good order (the accidents of the river only excepted) to Major J. B. Brant, quartermaster at St. Louis, he paying freight for the same at the rate of sixty-two and a half cents per hundred pounds.

N. F. WEBB.

Five bills of lading.

A true copy :

J. B. BRANT, *Quartermaster.*

Received the above articles for transportation : St. Louis, 1st of May, 1837.

E. A. HITCHCOCK,
Capt. and Military Disbursing Agent."

Question by court. Were the goods referred to afterwards removed from the brick building or public storehouse mentioned by you, to another building? If so, under whose direction was it done? and were the goods as safely and as conveniently stored in the last mentioned building as they were in the first one?

Answer. The stores were removed to another building in Walnut street, I think between Main and Third streets. The goods were removed under the direction of the clerk of the quartermaster. I furnished him the invoice to superintend the removal. The building to which they were moved was a frame building. Considering the place of the goods in the two stores, they were more conveniently situated in the second building. For security, unless from fire, I considered them equally safe. All wooden buildings, in general, are more exposed to fire than brick ones.

Question by the court. Was the Indian Department charged with any storage or rent on account of the goods referred to, under the new arrangement with regard to the storage of public property made by Captain Crosman, assistant quartermaster? and, if not, for how long a time, and why, were they not thus charged for?

Answer. Captain Crosman informed me officially that the new store was rented for the quartermaster's department, and desired me to pay no account for storage on those goods, should any be presented by anybody. This arrangement continued until Captain Crosman was relieved in the duties of quartermaster, about the month of August (I think) in this year, when I was informed by Colonel Brant, by a note, to the effect, I think, that he had relinquished that store, and that the goods were subject to my order, or required my attention. I directed my clerk to apply to the owner of the store for the terms upon which he would continue to take care of the property. He reported as the answer of Mr. Page, the reputed owner of the building, that the goods were not in his way, and that he did not care about making any charge, and that I might pay what I pleased. I was very much occupied, and directed the clerk to make a minute of what he had said, intending, at a later period, to adjust the matter. I have recently sent to him again to ascertain what charge would be made for the storage of those goods. The clerk reported that the store had passed into the hands of another person, whose name I do not remember, and that he had made an answer similar to that of Mr. Page. I directed him to return

for specific information ; and from the answer procured, I ascertained that the charge would be between six and seven dollars per month for all the goods on the invoice submitted to the court.

Question by court. In what part of the first or brick building were the Indian goods stored, and where were they stored in the building to which they were removed ? and from the construction of the two buildings, and the place of their storage, could, or not, the goods, in the event of fire, have been much easier and more rapidly removed from the latter building ? Please state also what reasons there were, if any, to apprehend danger from fire in the latter building. What are the relative advantages of the two buildings for the purposes used ?

Answer. At the time I first saw those goods in the brick building, they were in the upper loft, principally, if not entirely ; though I believe they had been originally below, on the second story, and it would have been a difficult matter to remove them. In the new building, they were principally, if not entirely, on the ground floor, level with the street, and could have been removed with great facility. I do not consider that there were any special reasons to apprehend fire in the latter building, except, generally speaking, that it was a frame building, and subject to the casualties that such a building would be subject to, over a brick building similarly situated. I think it is not particularly exposed from surrounding buildings.

The court adjourned to meet to-morrow at 10 o'clock.

WEDNESDAY, DECEMBER 19, 1838.

The court met pursuant to adjournment.

Present : All the members.

Major E. A. HITCHCOCK, a witness in continuation :

Question by court. Was the building rented by Captain Crosman particularly shielded from danger by fire, in consequence of its being wholly detached from surrounding buildings ; and was this the case with the brick one ?

Answer. There are, adjacent to the brick building, upon the east and west streets, some small frame buildings. I am unable to state whether the other storehouse is entirely detached or not.

Question by court. From the location of the building rented and used by Captain Crosman for public purposes, was it, or not, equally as convenient for shipping and receiving public stores as the brick one ? and, from its interior construction, would the same amount of labor be required in storing and delivering packages ? Please state its facilities in this respect.

Answer. With regard to the first part of the question, the only difference that I perceived in the facilities of shipping and receiving stores would depend upon the particular spot where the steamboat might land. The steamboats generally land and do business above Market street, which is one street above that on which is situated the store rented by Captain Crosman : the business landing principally running up the river some four or five streets above the brick building referred to. I do not consider this difference of distance of any material importance ; the charge for drayage being, I believe, the same. I am under the impression, as stated already in my testimony, that stores could be more easily received and discharged from the

building rented by Captain Crosman than from the brick building, supposing them to be of equal capacity—the frame building being broader, though not so high as the other. I have not examined the buildings with a view to answer any such a question as this, and can only state my impressions generally.

Question by court. By whom, or under whose administration as disbursing agent, was the arrangement made for the storage of the Indian goods in the brick building; and by whom was storage for said goods in the wooden building engaged? Please, also, state what were the costs to Government for storage of like quantity of Indian goods in the respective buildings.

Answer. The goods were delivered to me by Colonel Brant, and, I presume, were received and stored by him in the brick building. I was not here at the time they were received at St. Louis. The wooden building, I was advised by Captain Crosman, had been rented by him for the quartermaster's department, or for the public service—I am not certain as to the precise terms. I paid \$24 for the storage of the goods in question for the months of May and June, the goods being in the brick building. I have paid nothing since then, embracing the period for which the frame building was rented by Captain Crosman. But since that building was relinquished as a public store, I expect to pay for the storage of those goods not exceeding \$7 a month, and it may be a little less. Under the arrangement of Colonel Brant, as I understand it, the Indian Department was charged \$12 a month, to include the month of June, 1837; but how far back, I do not know. Under the arrangement of Captain Crosman, the Indian Department was charged nothing, and has paid nothing for the storage of the goods in question.

Question by court. Did not Captain Crosman afterwards inform you, at the time he relinquished the brick warehouse alluded to in your testimony, in the spring of 1838, that he had engaged another building, at a cheap rate per annum, sufficiently large to accommodate the military storekeeper, commissary of subsistence, and Indian department, as well as the quartermaster's department; and did he not invite you to store your Indian goods in it free of charge?

Answer. Captain Crosman did state, in reference to that building, that it was rented at a cheaper rate than the brick building; and he did receive the Indian stores there at his own suggestion, subjecting the Indian Department to no charge for storage. And I have a faint recollection of his stating that the store would accommodate the commissary department, as well as the quartermaster's department and the Indian department.

Question by court. How long did the Indian goods remain in the brick building after Captain Crosman relieved Lieutenant Colonel Brant, in the autumn of 1837?

Answer. I do not remember.

Question by court. At what time did Captain Crosman write to inform you that the building was already rented for the use of the public? and to what building did he refer—was it before or after the relinquishing by him of the brick warehouse? Please state particulars.

Answer. In answer to that question, I present the original letter to the court.

[NOTE.—Captain Crosman, as a witness, stated the letter to be the original letter written by him.]

The court directed the letter to be copied on the record, and the original to be returned to Major Hitchcock.

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, December 6, 1837.

SIR: The warehouse in which your Indian goods are stored, and for which, I understand, you have paid storage to the lessee, Mr. McGunnele, on account of the Indian Department, was rented of Mr. G. by Major Brant, quartermaster United States army, for the quartermaster's department, and is paid for at the rate of one thousand dollars per annum. As the whole of the building was thus rented for the United States, it was not proper that any charge for storing Indian goods, or other public property, in this building, should have been made against any department of the Government; and I have to inform you that, from the date of my commencing duty here in charge of this district, viz: the 20th of September last, no such charge will be permitted; or, if presented, I trust you will not pay it.

I request you will inform me for what period a charge for storage on these goods was made and paid for by the Indian Department, with a view to all the facts being submitted to the acting Quartermaster General at Washington.

I am, sir, very respectfully, your most obedient servant,

G. H. CROSMAN,

Captain, and Assistant Quartermaster.

Captain E. A. HITCHCOCK,

Superintendent and Disbursing Agent.

Indian Department, St. Louis, Missouri.

Major E. A. HITCHCOCK, a witness, in continuation:

Question by Colonel Brant. Of what description were the horses purchased by you in 1837, and about how much their average cost?

Answer. The horses that were purchased when I first commenced making the purchases were principally of the pony description, or French horse. I think their average cost was about \$40, including all the expenses previous to the commencement of their being driven to the nation, except a small bill for advertising, and one for a brand. The horses purchased for the several delegations of Indians, referred to in my testimony, were a better class of horses. Their average cost might have been \$65, or possibly \$70.

Question by Colonel Brant. In whose name was the contract made for pasturing the horses purchased for the Indian Department in 1837? Was the contract in writing? If so, where is it?

Answer. There was no written contract made. About the time I was to make the purchases in 1837, the duty was new to me, and I was uncertain as to the best mode of making the purchase. Knowing that Colonel Brant had been making a purchase of horses for the Government, I applied to him for information as to his mode. He stated to me that he had employed some men as agents to go out into the country and purchase horses; and that he allowed them 5 per cent. upon their purchases, as their compensation. I asked him the names of some of the agents. The only name that I remember his giving to me was that of Kimball, a livery-stable keeper; but whether he was sent into the country, or not, I do not know. The names of other persons were mentioned to me, but the men were unknown to me; and I was a good deal anxious on the subject, being unwilling to

employ agents in such a trust, in whom I had not entire confidence. The men might have been trustworthy, but were unknown to me. I think I had two or three conversations with Colonel Brant upon this subject, and finally he suggested my employing John B. Sarpy. I was apprehensive that Mr. Sarpy would be unwilling to take such an agency; but I nevertheless made the proposition to him, and was glad to find him willing to undertake the duty. I had advertised, as already stated in my testimony, inviting proposals for receiving the horses I might purchase at pasture. I examined one pasture offered me at 50 cents a week, in company with Mr. Sarpy, and was of opinion that the pasture was indifferent; and I recommended Mr. Sarpy's taking some other pasture; and I desired him to exercise his own judgment, not exceeding a dollar a week; giving him full authority to make all the arrangements necessary in the execution of the duty I was about to commence. My arrangement was with Mr. Sarpy rather than with the owner of the pasture.

Question by Colonel Brant. Do you wish to be understood as stating that the accounts for pasturing the horses for the Indian Department in 1837 were paid in the name of, and paid to, John B. Sarpy?

Answer. There was not a separate account made out for the pasturing of the horses purchased for the Sac and Fox Indians; the expense was included in the price of the horses, and paid to Mr. Sarpy.

There was an account for the pasturage of some of the horses purchased for the delegations, in consequence of the horses having been here on hand waiting the arrival of the delegations. That account I paid through Mr. Sarpy, he rendering me an account signed by a man named Lèpiere, who I understood lived on the farm, and had the management of it, where the horses were kept. The farm was owned, I believe, by Mr. Choteau.

Question by Colonel Brant. Did not Captain Crosman apply to you officially, by letter, to know the rate which you paid for the pasturing Indian horses? and, if so, is that letter in your possession, and will you produce it?

Answer. I present this letter to the court as the one referred to in the question.

[NOTE.—The court directed the letter to be copied on the record, and the original returned to Major Hitchcock. Captain Crosman, as a witness, stated to the court that the letter was written by him.]

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, December 6, 1837.

SIR: You have, I believe, purchased a considerable number of horses for the Indian Department during the past summer and autumn, and had them some time at pasture in this neighborhood.

For a particular and public purpose, I have to request you will inform me what facilities you met with in obtaining pasturage, &c., in this immediate vicinity, and the rate paid by you per week or month for it.

I am, sir, very respectfully, your obedient servant.

G. H. CROSMAN,
Captain and Assistant Quartermaster.

Captain E. A. HITCHCOCK,
Superintendent and Disbursing Agent
Indian Department, St. Louis, Missouri.

Question by Colonel Brant. Do you know, of your own knowledge, that the horses purchased by the Indian Department in 1837, and sent to pasture, as you have stated, were fed with grain after the pasture became bare?

Answer. I do not know it.

Question by Colonel Brant. Did Major Brant, to your knowledge, while acting as Indian disbursing agent at this place, employ one or more clerks at that time?

Answer. Between the period of my arrival in St. Louis and my relieving Colonel Brant, he had in his employment W. Haverty as clerk. I did business with Mr. Haverty as the clerk, and I never knew of any other. I will add, that I believe I saw (on, perhaps, more than one occasion) another person writing in the office where Colonel Brant wrote, who might have been a clerk. Though I do not recollect that I had any business with him at all; nor did I think of him as a clerk, for I never thought any thing about it.

Question by Colonel Brant. Since you have been acting as disbursing agent for the Indian Department at St. Louis, have you had an office for the transaction of your business as such agent? if so, by whom was it furnished, and at what rate per month?

Answer. I have paid \$10 a month for an office during the principal part of the time.

Question by Colonel Brant. Was the book to which you have alluded in your testimony voluntarily placed before Captain Crosman by you, or did he make official application to you for it, or permission to examine it?

Answer. The book referred to Captain Crosman desired to see, and I handed it to him. He observed some entries in it, which he referred to, and wished me to allow my clerk to furnish him a copy of them. I declined doing it, desiring Captain Crosman, if he wanted the book, to call for it before the court, when the court could make what extracts they pleased. Two or three days afterwards, Captain Crosman came again to my office, and had in company with him the recorder of this court. He desired again to look at that book. I pointed it to him, and he took it to a table, and made minutes from it. After doing so, he exhibited the minutes, or read them off, that he had made.

Question by Colonel Brant. Were there not two distinct apartments in the dwelling of Major Brant, occupied as offices, at the time you relieved him as disbursing agent of the Indian Department?

Answer. There were. The minutes made by Captain Crosman, referred to in the answer to the previous question, had reference to charges for office-rent. And it seemed to be the object of Captain Crosman to show from the minutes an unnecessary charge for office-rent. I told him he had better let that matter alone; that Colonel Brant had two offices, to my knowledge, in use; that he was entitled to *two*—one as quartermaster, and one as Indian disbursing agent. He remarked that he wished to prove something else by the memorandums.

Question by Colonel Brant. When was the first time that Captain Crosman asked to see the book in question?

Answer. I do not remember of his ever seeing it, (though he might have done so) till within a few days before I understood he gave his testimony before this court. He asked for it when he saw it.

Question by Colonel Brant. You have stated that the Indian goods were removed by Captain Crosman's clerk from the brick warehouse in Laurel street to the building occupied by Captain Crosman in Walnut street. Please state whether the expense of removal was paid by the Indian or quartermaster's department.

Answer. It was paid by the Indian Department. I paid a small bill for drayage.

Question by Colonel Brant. You have stated that the Indian goods were more conveniently stored in the building occupied by Captain Crosman than in the brick one. Do you mean to say that the building or storehouse of Mr. Page was located in a more business part of the city, or more contiguous to the principal steamboat landing?

Answer. No. The convenience to which I referred had reference to the position of the goods in the building.

Question by Colonel Brant. What distance is the brick building used for the quartermaster's department from the steamboat wharf, at the extremity of Laurel street?

Answer. The street on the river, I believe, is called Front; the next, Main; and the next, Second: and it is on this street that the building is situated on the corner; two squares and the width of Front and Main streets intervening. I have no knowledge of the measured distance.

Question by Colonel Brant. Is not the principal landing for steamboats between Oak street and Vine street?

Answer. I do not know where Oak street is; whether below or above Vine. I would remark, that I am not well informed of the names of the streets in this city. I think that Vine street is about the centre of the business of the city.

Question by Colonel Brant. Were these Indian goods, as stored under the new arrangement, more convenient to your office than when in the brick warehouse; and were you in the habit of inspecting their state and condition from time to time?

Answer. The distance from my office is greater to the frame building than to the brick building. It was several squares farther. My office is in Vine street. I gave such attention to the goods as my duty required, and did inspect them.

Question by Colonel Brant. Please say whether you have been on terms of frequent intercourse with Captain George H. Crosman since October, 1837; and, if so, during that period, whether you have not often conversed with him respecting the allegations which he had preferred against Major (now Lieutenant Colonel) Brant.

Answer. I have been on terms of frequent intercourse with Captain Crosman, and, for a number of years, have enjoyed an uninterrupted friendly intercourse with him. I have heard Captain Crosman frequently speak of those allegations.

Question by Colonel Brant. State whether the tone and general character of the language used by Captain Crosman in relation to Major (now Lieutenant Colonel) Brant, during the period spoken of, was indicative of friendly or unfriendly feeling towards him.

Answer. The tone and manner of Captain Crosman, in reference to that matter, have generally indicated a strong conviction that the allegations would be established against Colonel Brant. They have not indicated an unfriendly feeling towards Colonel Brant. As the basis of his proceeding

against him, I will explain: In my frequent intercourse with Captain Crosman, he has referred to this matter, exhibiting the belief that I have stated. To say that there has been any thing like friendship towards Colonel Brant on the part of Captain Crosman, being under the convictions I have expressed, would be nearly a contradiction in terms. But that his conduct or conversations with me have indicated a malicious purpose or disposition, I cannot say that I have ever witnessed it.

Question by Colonel Brant. State whether Captain Crosman, so far as you could learn from his remarks, was not desirous of convicting Lieutenant Colonel Brant of official misconduct.

Answer. I think Captain Crosman had adopted the convictions I have expressed; and that his desire of convicting Colonel Brant was rather a consequence than a cause of that conviction. I do not know that he ever expressed such a desire. But his making the allegations, and seeking the evidence to sustain them, indicate very clearly his purpose.

Question by Colonel Brant. Have you heard Captain Crosman, since the commencement of this court, speak in terms of exultation of the evidence which he had been able to bring forward against Lieutenant Colonel Brant?

Answer. I think not. I think the term *exultation* would not express the feeling that Captain Crosman has exhibited.

Question by Colonel Brant. Did you ever hear Captain Crosman say, within the last three months, "that he had driven a nail through Brant's body, and that he would clinch it," or words to that effect?

Answer. I never heard Captain Crosman use language of that character at all.

Question by court. Have you ever had reason to infer, from the tone of Captain Crosman's conversations with you, that he was influenced by any other motive than a sense of public duty, as an officer of the army, in adducing the allegations before this court against Lieutenant Colonel Brant?

Answer. The period of our intercourse has been of some duration. It is difficult, in a few words, to characterize the conduct of Captain Crosman throughout this business. After making the allegations that he did, under the opinions that I believe he entertained of establishing them, it was quite natural for him, and I believe he did, imbibe some feelings in which other officers did not participate. But that he ever exhibited any purposes or motives other than became an officer and a man of honor, I cannot say that I ever saw it. I have never witnessed any evidence of his having been influenced by private resentment.

Question by court. You have stated that you transacted business with Lieutenant Colonel Brant in the basement of his own dwelling-house, and that he appeared to have two rooms in use as offices: please state whether one of these rooms was, or was not, occupied by the clerk of Lieutenant Colonel Brant for the quartermaster's department, Mr. Haverty, and the other used by Lieutenant Colonel Brant for the quartermaster's department and the Indian department at the same time? And do you know of any different arrangement with regard to these rooms, either before or since the time you relieved Lieutenant Colonel Brant as disbursing agent for the Indian Department?

Answer. Colonel Brant usually sat in one room, and Mr. Haverty, the clerk, wrote in the other. That the business of the two departments was separated, and that of one discharged in one office, and that of the other in

the other office, I presume was not the case; nor do I think it at all necessary that it should be, to establish the claim of Colonel Brant for rent for two offices. I considered that he had two offices, and that he was entitled to two. His mode of discharging the business in them was a matter that he had a right to regulate for his own convenience. I know of no other arrangement, after I relieved him, till his return to this place, within a few months, when, I believe, he erected a small building for an office.

The court adjourned to meet to-morrow at 12 o'clock.

THURSDAY, DECEMBER 20, 1838.

The court met pursuant to adjournment.

Present: All the members.

Lieutenant Colonel Brant presented the following question, which he desired to put to Major Hitchcock:

Question. Please state whether, since you have been acting as disbursing agent for the Indian Department at St. Louis, you have not received claims against the United States, without the items being carried out, or the amount inserted in the receipt? And, if so, have you not necessarily had to fill up such receipt or receipts with the amount of the claim, over the signature affixed thereto?

The court ordered the following decision to be placed on the record:

The court objects to this question, on the ground that it involves an inquiry into the conduct of an officer, which it is not the province of the court to inquire into. If the question went to the *custom of disbursing officers* generally in making out public accounts, there would seem to be no impropriety in the inquiry; but, in the shape in which it is now presented, the court deems it inadmissible.

Mr. GEORGE F. BARNES, duly sworn as a witness, answers as follows:

Question by court. Were you employed by Mr. Darneille at any time in the summer of 1837, to assist him in driving horses from Franklin county to St. Louis?

Answer. I was with him, and gave him my assistance. I did not charge or receive any thing for it.

Question by court. Were you, or not, present at any time during the summer of 1837, when Mr. John Darneille purchased animals of Mr. William Walker, in Franklin county, Missouri? If so, what animals were they, how were they paid for by Darneille, and at what time did the transaction occur? State all the circumstances.

Answer. I was present on the occasion alluded to. There were five horses, a yoke of oxen, and one mule, that he purchased of Mr. Walker. I did not see any money given to Mr. Walker, but I saw Darneille give him a note of hand. It was some time in the month of June. I saw Mr. Walker return Mr. Darneille \$10 or \$20, which, he said, was the balance of the note. I think it was \$20.

Question by court. Were you the person employed to settle the estate of William Walker after his failure in 1837; and were you well acquainted with him and his business affairs generally?

Answer. The estate fell into the hands of Dr. Merry and Mr. T. J. Payne, when Walker failed; and Dr. Merry employed me as agent to settle the estate. I had been acquainted with Walker, and had had considerable trans-

actions with him. The transfer of Walker's property to Payne and Merry was made, if I mistake not, on the 31st of July, 1837. The property was assigned by deed. Walker failed at that time entirely ; and I suppose it was what would be considered a failure in law. But it had been talked of since the 4th of March, 1837. He left many debts unpaid. I know that that was about the time his failure was talked of or expected, because a neighbor of mine, Mr. Brown, near that day, told me he was going to sign a note for Walker, to secure a debt due from him to another person, Mr. Osborne, as Mr. Osborne required security on a debt then due him from Walker. I have positive knowledge of the transaction, because I have since seen the note, and know that Brown's name was on it.

The following note was presented by Colonel Brant :

Lieutenant Colonel Brant objects to the statement just made by the witness, relative to the pecuniary circumstances of William Walker in the spring of 1837, on the ground that it is wholly irrelevant to the inquiry before the court. Further, if intended to operate on Lieutenant Colonel Brant in this prosecution, it ought to be shown that he knew of it in St. Louis. Lieutenant Colonel Brant also objects, for the reason that it is not shown or declared what bearing this statement is supposed to have ; it not, so far as he can perceive, proving that the animals were or were not worth the sums at which they were taken.

The court directed the following decision to be recorded :

The court does not sustain the objection, deeming the question perfectly relevant ; and the other grounds, on which the objection is made to rest, insufficient.

Question by court. How much was allowed to Walker for the oxen ? how much for the mule ? and state, as nearly as you recollect, the prices allowed for each of the horses.

Answer. There was \$80 for a large bay horse, and \$70 for another bay horse, and \$65 for another bay with a blaze in the face ; for one large sorrel, near 16½ or 17 hands high, he gave more than for either of them ; and for a small sorrel he gave less than for either of the others, to the best of my recollection. For the oxen, he gave \$80 ; for the mule, \$40. The last two mentioned prices I am positive of.

Question by court. At the time of the transaction alluded to, were Walker's notes as good as cash ?

Answer. They were not generally considered so, as it was believed he was likely to break.

Question by the court. Was the probability of Walker's failure a matter of notoriety in this community, or elsewhere ?

Answer. I do not know that it was, in St. Louis particularly. On my arrival here at that time, when I came with Mr. Darneille, Dr. Merry asked me what rumor was that afloat up in my neighborhood, that Walker was likely to break : to which I replied, that there was much of it there, but that I was in hopes it would not prove so ; which led me to suppose that some persons in this place were acquainted with the rumor.

Question by court. How many horses and other animals altogether did you assist Darneille to drive to this city at the time alluded to ? and what was the total amount of the expenses, as nearly as you remember ?

Answer. There were eight horses in all, and one mule. The yoke of oxen he brought only part of the way, and then hired another person to

bring to this place for him, for which Mr. Darneille promised to pay him one dollar.

He paid me \$10 or \$12 for keeping the animals three or four days in Franklin. He paid at Manchester \$5. He was at \$3 or \$4 expense in Union. That is all that I now recollect of. We were nearly two days on the journey from Franklin here.

Question by court. What was the quality of the horses which Darneille got of Walker? were they, or not, all of them such as he (Darneille) purchased about the same time with ready money?

Answer. He paid cash \$80 for a horse which I thought a better horse than the one he took of Walker for the same price. He took a horse of Walker for \$65, which I thought \$10 or \$15 better than one he paid \$60 cash for. Therefore, in reference to these four horses, I think those taken from Walker were taken upon equally as good terms as those for which cash was paid. The large sorrel horse, bought of Walker for a sum exceeding \$80, I thought an inferior horse for the price. The little sorrel, I suppose, did not exceed fourteen hands high, and was quite an ordinary horse for one of his height and size.

Question by court. Did you see Mr. Darneille buy any other horses than those that he got of Walker? If so, state how many, and the prices paid for them; as also, if you know, what kind of money he paid, and whether they were in the same drove you assisted Darneille in driving to this place.

Answer. I did see him buy three horses; two of them have been previously spoken of in a comparison. One cost \$90, which he paid—\$50 of it in a United States bank note, or Illinois note, \$20 in gold, and \$20 in Tennessee bank notes; one other horse he paid \$80 for in gold; one he paid \$60 for in silver: which three horses he did not buy of Walker.

The court adjourned to meet to-morrow at 10 o'clock.

FRIDAY, DECEMBER 21, 1838.

The court met pursuant to adjournment.

Present: All the members.

GEORGE F. BARNES, a witness, in continuation:

Question by court. After your arrival at St. Louis with the oxen, mules, and horses obtained from Mr. Walker, did you, or not, hear Lieutenant Colonel Brant say that he was well pleased or satisfied with the success of Darneille in collecting one of Walker's notes, and wished he (Darneille) had succeeded as well with the other note also?

Colonel Brant presented the following note:

"Lieutenant Colonel Brant objects to this question for two reasons:

"1st. Because it is a leading question, and therefore improper to be put to a witness on his examination-in-chief by the prosecution.

"2d. Because the witness has already stated, on oath, on yesterday, that he could not personally recognise the identity of Lieutenant Colonel Brant."

The court directed the following decision to be recorded:

The court sustains the objection, for the first reason assigned by Lieutenant Colonel Brant.

In reference to the declaration made in connexion with the second reason, on which the objection is made to rest by Lieutenant Colonel

Brant, the court has to remark, that the witness's declaration on yesterday was, that he could not identify Lieutenant Colonel Brant as the individual whom he saw in the stable lot at the time the horses and mule, which were purchased of Walker, were delivered there. The declaration of the witness referred to a single and particular occasion, and was not general: It was in answer to a question which was put, inquiring to whom the horses and mule were delivered. The witness stated that a person came to the stable lot where the horses and mule were delivered to him; but that he could not recognise Colonel Brant to be that individual, nor could he identify the individual were he to see him again. This does not necessarily disqualify the witness from identifying him in reference to another transaction. The declaration alluded to as having been made by the witness was in answer to a question, which was afterwards withdrawn by the court; and neither the said question, nor the answer to it, appears therefore upon the record.

On the opening of the court after the above decision, it appeared that the witness under examination had been taken away by a process from the circuit court of the county of St. Louis; whereupon the following letter was addressed to that court:

ST. LOUIS, October 21, 1838.

A court of inquiry, instituted by the authority of the President of the United States, and which is now in session at this place, respectfully represents, that this morning, while George F. Barnes was in attendance on it as a witness, and pending the delivery of his testimony, he was taken from its presence by a process originating in your honorable court, as it is understood. As the person herein referred to is a material witness in an important case before the court of inquiry, it begs to ask how soon his testimony can be again made subject to the call of said court.

Respectfully,

E. CUTLER,

Colonel 4th Infantry, President of the Court.

To the honorable CIRCUIT COURT
of the County of St. Louis.

The circuit court returned a verbal answer by the judge advocate of this court, who delivered the above letter, to the effect: "That Barnes was a witness before that court, and his attendance there indispensable; that he would probably be discharged at 3 o'clock on this day."

In consequence of the absence of this witness, the court adjourned to meet to-morrow at 10 o'clock.

SATURDAY, DECEMBER 22, 1838.

The court met pursuant to adjournment.

Present: All the members.

GEORGE F. BARNES, a witness, in continuation:

Question by court. How old was the mule? and was it fit for service or not?

Answer. I do not know its age precisely; I would suppose two or three years old, and unbroken. It was of small size. I have seen such used.

The witness desired to state to the court, in explanation of his previous testimony, as follows:

"In my first answer, as regards the number of horses, I spoke of five ; in my comparison, I spoke of only four ; there were five, in all, bought of Mr. Walker."

Question by court. Please describe the fifth one also. Was he a good animal for the price, and such a one, as to quality, as could have been purchased at the time for cash ?

Answer. The fifth horse purchased from Walker, not spoken of in the comparison, was a bay horse, for which he allowed \$70. It may be considered a fair price for the horse. I was not acquainted with his qualities, nor his age.

Question by court. Did Mr. Darneille pay you any money for any purpose whatever ? If so, state for what ; and how much money did he pay you, in connexion with this particular transaction ?

Answer. As I have stated, he paid me ten or twelve dollars for keeping the animals at my farm three or four days ; that is all he paid me, as regards the horses purchased of Walker.

Question by court. What was the discount on Tennessee money at that time ? and where did Darneille get the Tennessee money ? If you know, state from whom he obtained it.

Answer. I do not know, positively, what was the discount, but to the best of my recollection between five and fifteen per cent. The \$20, in Tennessee money, he received of Mr. Walker ; which Mr. W. said, when he gave it to him, was the balance due on the note, with the interest.

Question by court. [See page 113, for reason of this erasure.]

The court was here cleared on a question of order, under the following circumstances : The last question upon the record had been put, and its answer received and recorded, when Lieutenant Colonel Brant rose, and remarked, in a tone in which, in the opinion of the court, was exceptionable, that he "should like to know of the prosecutor whether the last question and answer was to be considered as new matter against him ; that, if so, he should wish it adduced in form against him ; that he did not see its relevance in the present case." The president of the court observed to Lieutenant Colonel Brant, that "the court had remarked that he frequently, in his observations, used the word 'prosecution ;' that there was no *prosecution* ; that this was an investigation." Lieutenant Colonel Brant, in resuming his seat, observed, in a manner the court thought not respectful, "I refer to Captain Crosman ; I regard him as a prosecutor ; I do not know how you regard him." The court was cleared ; and, after mature deliberation, decided that the president should say, on the opening of the court, to Lieutenant Colonel Brant, (and the court being opened, the president did accordingly say to him,) that "the court deemed his interruption of its proceedings improper ; that the court had to remind him of the rule already laid down, that all observations on his part, tending to action on the part of the court, must be communicated in writing ;" when Lieutenant Colonel Brant remarked that he should make a communication in writing. At this moment the witness under examination observed, that while Colonel Brant was writing his remarks, he begged to look at the last question and answer, adding that he was not entirely satisfied with the answer. The court, not knowing to what point Lieutenant Colonel Brant's written remarks were to be directed, inquired of him to what they would have reference, explaining to him that the object of the inquiry was to ascertain whether his intended

remarks were in reference to the subject touched on in the answer upon which the witness had desired to make further explanation. Here Lieutenant Colonel Brant, in a manner and tone deemed exceptionable by the court, observed "the witness may go on." Whereupon the president of the court remarked to Lieutenant Colonel Brant: "Colonel Brant, your last remark is certainly exceptionable; the court is the judge of its own proceedings, and will decide whether the witness may go on." Colonel Brant then rejoined with great warmth, and in a manner the court considered altogether disrespectful, "I should like to know of the president whether this rebuke or reprimand is from him personally, or from the court; if it is from you personally, I deny your right to reprimand me." The president then ordered Lieutenant Colonel Brant to take his seat, which he failed to do, repeating in substance the last mentioned remarks; whereupon the court was directed to be cleared. In the act of leaving the court-room, Lieutenant Colonel Brant continued speaking, adding, "and I deny the right of any member of this court."

The court, in reflecting maturely on the remarks of Lieutenant Colonel Brant as above recorded, and the tone and manner with which they were uttered, ordered the following decision to be recorded:

I. That the conduct before this court, of Lieutenant Colonel Brant, as just recorded, the court deems extraordinary, and highly improper.

II. That, in reference to the convenience of the public service involved in the propriety of this court proceeding in the discharge of its original and appropriate duties without being diverted by matter like the present, the court will allow the conduct of Lieutenant Colonel Brant to rest here, with this simple declaration of the court's dissatisfaction with it; trusting, also, that its proceedings will not, in future, be interrupted in any manner calculated to divert its action from the subject specially committed to it by order of the President of the United States.

Colonel Brant presented the following note:

COURT-ROOM, *Saturday, December 22, 1838.*

SIR: The tenor of the questions put by the court to the witness in relation to "Tennessee paper," if they have any bearing in this case, are calculated to involve another imputation on my official conduct; in this respect, most probably: that I have paid out depreciated paper-money for the purchase of horses for public use, while amply supplied with good current money of the United States for the same purpose by the Government.

To an allegation of this character being preferred against me, either by order of the court, or by him whom I regard as the real prosecutor, (Capt. Crosman,) I have not the slightest objection; on the contrary, I cheerfully court the investigation; but, until it shall be placed in a tangible shape, in the form of an allegation, I object to questions being put and answers given to matter which, in my opinion, has nothing to do with the truth or falsehood of the allegations now pending against me, and can serve only to generate suspicions respecting my official conduct, without affording me a full and fair opportunity of refuting them.

I remain, sir, &c.,

J. B. BRANT,

Lieutenant Colonel Staff U. S. Army.

To Lieutenant J. F. LEE,

Recorder Court of Inquiry.

The court decides that the only question in reference to "Tennessee paper" is relevant, inasmuch as it is intimately connected with the use of Walker's note. The question and answer following, in reference to the value of Illinois and Cincinnati paper, and gold and silver, the court directs to be erased. [See page 111.]

The court adjourned to meet on Wednesday at 11 o'clock.

WEDNESDAY, DECEMBER 26, 1838.

The court met pursuant to adjournment.

Present: All the members.

The paper at No. 32 of the appendix was presented by Colonel Brant.

The court directed the paper just submitted to be attached to the appendix; the court not intending nor desiring to express any opinion of its merits.

GEORGE F. BARNES, a witness, in continuation:

Question by court. What was the condition of the horses obtained from Walker by Darneille?

Answer. There were four of the horses that I would suppose were sound horses. The large sorrel was lame at the time Mr. Darneille received him, and grew worse in bringing him to this place. The particular qualities of the horses I am not able to describe. They were generally work or harness horses, such as were used on Mr. Walker's farm for ploughing and wagoning. They were in middling order.

Question by court. What did the individual to whom the animals were delivered in the stable lot by Darneille say relative to the manner he (Darneille) had performed the duties intrusted to him?

Answer. If I mistake not, his observation was, "Well, Darneille, how have you succeeded in your business?" To which Mr. Darneille replied, "Here is what I have got," pointing to the horses and mule purchased of Walker, "and I have a first-rate yoke of oxen coming on, behind." To which the individual replied, "I am very glad you have succeeded so far, and wish you had succeeded in the whole of it." Mr. Darneille observed, also, "Mr. Walker will be down in a few days to settle the other note with you." This is the sum and substance of what was said on this subject, to the best of my present recollection.

Question by Colonel Brant. How came you to be present at the trade between Darneille and Walker? Was your presence accidental, or were you invited there by one of them?

Answer. Mr. Darneille staid at my house when he came up from this place. He asked me to go over to Walker's with him.

Question by Colonel Brant. How do you happen to recollect the different prices given by Darneille for the animals bought by him from Walker? Did you make a memorandum thereof at the time of the sale, or have you recently had your recollection refreshed on that subject?

Answer. I rely on my recollection for facts in general. I did not make any written memorandum of the prices. The oxen I have repeatedly heard Mr. Walker state the price of, previous to Mr. Darneille's purchasing them. And as to the fact of my knowledge of the price of one of the horses, Mr. Walker had but a short time purchased it of Mr. Osborne, and gave him \$70 for it; and I observed to Mr. Darneille that he was buying it for \$5 less than Mr. Walker had given for it. There are two of the horses of which

I have not specifically named the price. I have endeavored to refresh my memory as to the prices of the horses, supposing, naturally, that that question would be asked, from those asked me previously.

Question by Colonel Brant. Have you not conversed with John Darneille since you were summoned as a witness before this court; and has not a statement of the animals, with the prices, been furnished you, or shown to you by any one? If so, by whom?

Answer. No. I have not seen any written statement from any one since I have been here. Mr. Darneille and myself have had conversations, in which he requested me to refresh my memory in regard to my accompanying him when he purchased the horses of Mr. Walker, and in coming to this place; but he never attempted to name to me in any way the price of any one article.

Question by Colonel Brant. Was the large sorrel, got of Walker, an inferior horse in appearance; or when speaking of his inferiority, do you do so more from a knowledge of his powers of performance than from his external appearance?

Answer. I speak of his inferiority from seeing that he was lame, and from having heard Mr. Walker say that he was glad he had got him off his hands. He was a large, clumsy, awkward horse.

Question by Colonel Brant. You spoke of a note having been given by Darnielle to Walker, in payment of the animals purchased from him. Did you mean a note of hand? and, if so, did Darneille endorse it over to him?

Answer. I conceived it to be a bond, or note of hand; and I saw Mr. Walker tear his name off, and say he was glad he had paid that off. I did not see Mr. Darneille endorse it. I looked at it as Mr. Walker held it, but did not read it over, nor observe the amount, nor to whom it was made payable. Previous to Mr. Walker's tearing his name off the note, he made some calculations on the back of it; and, when he gave Mr. Darneille the \$20 previously spoken of, he observed, that was the balance of the note and interest.

Question by Colonel Brant. Are not all, or nearly all, horses owned by farmers in this country, generally used to work in the plough, wagon, or harness?

Answer. They are, in general. There are some exceptions.

The court adjourned to meet to-morrow at 10 o'clock.

THURSDAY, DECEMBER 27, 1838.

The court met pursuant to adjournment.

Present: All the members.

Mr. JOHN B. SARPY, duly sworn as a witness, answers as follows:

Question by court. Did you make arrangements in the summer or autumn of 1837 for Major Hitchcock to keep horses belonging to the Indian Department? If so, please state to the court what those arrangements were, the manner the horses were kept, and *where*, and the prices paid for their keeping.

Answer. I think it was about the beginning of September, 1837, that Captain Hitchcock told me that he had an appropriation to purchase horses for the Sac and Fox Indians. We had several conversations about it; he wishing to know how he could get the horses in the shortest time, and so on. I proposed to the Captain, to facilitate his undertaking, that I would

purchase the horses for him. Upon which he observed that Major Brant had recommended him to make an arrangement with me. He asked me on what conditions I would make those purchases. I replied, that the object of our house was to oblige him, and serve the Indians; that I did not wish to make money by it, and would charge whatever would be sufficient to cover my expenses. He said he was willing to pay 5 per cent., Major Brant having told him that was a fair compensation. After commencing to purchase horses for Major Hitchcock, I went with him to Mr. Payne's pasture. After examining this pasture, we concluded to put the horses in a pasture on Mr. Pierre Choteau, jr.'s farm. The Major had left the arrangement entirely to me. I paid there \$1 (one dollar) per week; there were four pastures communicating, and containing in all from 90 to 100 acres. There was plenty of spring water and creek water; the grass was good; some of the horses thrived there. One of the fields contained about 20 acres of wood. They were not fed with grain in the pasture. Except the last 28 horses, (mostly for the Winnebagoes, which were put in there in the beginning of November, and only kept there seven or eight days,) I ordered corn and hay fed to them; but Major Hitchcock would not pay any thing for it.

Until a few days ago, I thought I paid Mr. Calvert, for the Indian Department horses kept in town, \$3 a week; but on examination, and referring to accounts, I find that I paid him \$2 50. Pratt & Co. were paying him \$3; but, in conversation with me, he agreed to keep the public horses, as stated, for \$2 50. These horses were put in Calvert's stable in this way: when horses were bought and brought in, (having no lot in town to put them in,) I sent them to Calvert's, where they staid half a day, or a day and a half, or two days, till I had a sufficient number, and was ready to drive them to the pasture. All the horses purchased, except a few, passed in this way through Calvert's stable.

Question by court. What are the usual prices for pasturing, or for pasturing and grain-feeding, horses or mules on plantations in this neighborhood? State if you have had any experience in such business; and, if so, how long?

Answer. There are various prices; it depends a good deal on the horses. At this time I am paying for Indian ponies, or French horses, \$1 12½ per week, for feeding them with corn and hay, and letting them run in the field in the day, and at night bringing them up either into the barn lot or the stable. For fine American horses, I have heretofore paid from \$2 to \$2 50 per week; they were not groomed, but were fed with grain, hay, or fodder, and let run in a field. The general custom of farmers is to let them run about their meadows, or in other fields, and, whenever the weather is bad, to put them under shelter in a stable, or under a shed. Since 1825, I have been in the habit of buying horses, &c.

Question by court. Did you see the United States horses at pasture on Lieutenant Colonel Brant's plantation in the summer or autumn of 1837? If so, what was their condition, and that of the pasture?

Answer. Either in the middle or latter part of August, 1837, I passed by once or twice, in riding out. I observed them only as I passed by the road—such horses as were near the fences. I cannot say that I examined them particularly. Some of them, I thought, looked badly; but the great number of the horses were at a distance. I cannot say that I observed the pasture. It is fine meadow land, and some time before was in fine order.

Question by court. Were you at any time ever called upon or requested by Lieutenant Colonel Brant to say what the rent of the brick building, situated at the corner of Second and Laurel streets, was worth per annum? If so, state what price you fixed upon it, and when it was.

Answer. In November, 1836, Colonel Brant addressed a note to Mr. Edward Walsh (of the firm of John and E. Walsh & Co.) and myself on that subject. We examined the warehouse, from the first floor to the garret, and agreed that it would be a very fair rent at \$1,000 per annum.

Question by court. Did you, in assessing the rent of the building by the year, intend to say that it was worth \$1,000 for one year only, or for any number of years?

Answer. We referred, I think, to that year and the year after.

Question by court. State whether the cellar of the brick warehouse can at all times be used; and, if not, why?

Answer. I did not examine the cellar, but, from my knowledge of the locality, I would suppose that, in ordinary seasons, there would be water in it, and it could not be used.

Question by court. Who at the time was the owner, or reputed owner, of the building you were requested by Lieutenant Colonel Brant to assess the yearly rent of, as referred to in your testimony?

Answer. I understood it to be Major Brant's warehouse.

Question by court. When you assessed the rent of the brick warehouse at the request of Lieutenant Colonel Brant, did you or not mean to include the cellar under it? Was any thing said about the cellar at the time, and did you know there was one under it, and its condition?

Answer. I knew that there was a cellar under. I did not remember about the cellar until I had a conversation with Mr. Walsh; but I am now satisfied that we spoke of the cellar, but did not take it into consideration in our assessment.

Question by court. Is the building referred to by you the same that has been for several years hired by the United States, for the purposes of the quartermaster's department of the army?

Answer. I have known the building since it was built—I think, in 1834; but whether it has always been hired by the Government, I do not know; though I have always understood so, from public talk. I went into it first in 1836, to examine a lot of public saddles. I was in it two or three times that year.

Question by court. Does the paper now shown to you contain a true account of the statement on this subject to which you signed your name?

Answer. Yes. I believe it to be a true copy of the original signed by Edward Walsh and myself; and I believe the statements of that paper to be correct.

The court directed the paper shown to the witness to be here copied on the record.

ST. LOUIS, November 14, 1836.

We, the undersigned, having been called upon by Major J. B. Brant to state what, in our opinion, should be the rent of the warehouse in this city at present occupied by the United States, for this year and the ensuing year, are of opinion that the said warehouse is worth the annual rent of \$1,000 during the said period.

EDWARD WALSH,
JOHN BAPTISTE SARPY.

Question by court. Do you know of any difference in price for pasturing, or pasturing and grain-feeding horses, in consequence of their size, whether horses of ordinary size, or what are termed ponies? If so, state it. And would, or not, the number of animals to be kept materially vary the price per head?

Answer. French ponies are kept on the prairies till three or four years old, and, consequently, they can do with a great deal less food than fine American horses. If you were to send two hundred horses to any farmer, he could not undertake it. Twenty horses could, no doubt, be kept for less per head than half a dozen.

Question by Colonel Brant. How were the horses of the Indian Department kept by John Calvert in 1837—in stables, or in a yard or lot?

Answer. The large majority were turned in his yard back of his stable. I think a few were kept in his stable, when they could be crowded in some of his stalls.

Question by Colonel Brant. You have stated that some of the horses you saw in the field of Lieutenant Colonel Brant, in 1837, looked badly; will you state whether, within your own knowledge, it was not customary to send out horses from this city, as they were purchased or returned from Jefferson barracks by the dragoons, to that field?

Answer. I do not know any thing about their being sent out to Colonel Brant's pasture; nor do I know of any horses sent from Jefferson barracks.

Question by Colonel Brant. By whom were the Indian Department's horses taken from this city to the pasture? Who bore the expense?

Answer. I did. They were taken by my own men.

Question by Colonel Brant. Do you know in what part of this city steamboats usually land? If so, state the points.

Answer. I do not know the names of the streets. The general and most suitable landing is from Van Pool & McGill's, which is about the third square above the old market, to Sproul & Agnew's; that is, I ascertain to be, from Olive street on the south to Prune street on the north.

Question by Colonel Brant. What distance is the building hired by Captain Crosman from the principal steamboat landing of this city? Is it not at least five or six squares?

Answer. I think it is five squares below Olive street.

Question by Colonel Brant. Have you ever been in the frame building lately used by the quartermaster's department at this place; and can you describe the manner in which the goods belonging to the Indian Department are kept therein? alluding to the Pottawatomie goods.

Answer. I never was inside. I was around the building twice or three times. I do not know any thing about the goods.

Question by Colonel Brant. If you were desirous of renting a building to be used as a storehouse, which should you prefer—the brick building now occupied by the quartermaster's department, or the frame one lately used for that purpose? And what difference of rent would you be willing to give for the one over the other?

Answer. I should always, by all means, prefer a brick building to a frame one; the frame one in this case is only one story, and the brick is a three story. I should make a difference in these two buildings of from \$300 to \$400 per annum.

Question by Colonel Brant. Do you know of any building in this city which could have been procured so convenient as a storehouse for the

quartermaster's department during 1837, as the brick building occupied for that purpose at that period? taking into consideration its vicinity to the office of the quartermaster and the principal steamboat landing.

Answer. I do not know of one that could have been procured for the same rent as was paid for that, with the same convenience, taking into consideration the distance from the office and the landing.

Question by Colonel Brant. State whether it would or would not be exceedingly inconvenient, and occasion great loss of time, for Lieutenant Colonel Brant to occupy the frame building spoken of, in place of the brick one, for the quartermaster's stores?

Answer. It would, certainly, occasion delay in receiving and shipping stores. I do not know whether that would be of importance to the Government. The frame building in question is about seven or eight squares from Colonel Brant's office.

Question by court. Do not steamboats land sometimes as low down on Front street as one square from the old market? and have not several boats landed as low down as this, during much of the business season?

Answer. I have seen boats landing there; I think only during a short part of the year. Boats cannot take in cargoes there, when the water is low.

Question by court. How far is the brick building spoken of from the office of the quartermaster? where is, and has been, the office of Lieutenant Colonel Brant?

Answer. The office is about a square or a square and a half from the warehouse; the office has been at his house or on his lot.

Question by court. Will you state what are the circumstances, within your knowledge, that would create delay in receiving and shipping public property to a greater extent in reference to the wooden storehouse in question than in reference to the brick one? Please state all your reasons for thinking so.

Answer. First of all, it would take a longer time, owing to the distance from the main and common steamboat landing; and if the Government employs a shipping and receiving clerk, it would occupy him longer: that is the only reason.

Question by court. You say you would give \$400 per annum more for the brick building than for the frame one: which is the largest, and most easily filled or emptied?

Answer. The frame building is about three times as wide as the brick, with about the same depth. It has only one floor; the brick has three.

Question by court. How many outside doors or entrances are there in the brick building, and how many in the frame one hired by Captain Crossman? Please state whether goods stored on the second or third loft of the brick building could possibly be delivered as rapidly as from the frame one.

Answer. In the brick building there is one front door upon the street, and one leading into the yard, and a trap-door on the second and third floors. Either three or four doors in the frame building, and fronting on the street. Goods on the second and third story of the brick building certainly could not be delivered as rapidly as from the frame building.

Question by court. At what seasons of the year is the most of the river freight business done, particularly in sending supplies to the upper posts? and what is the usual stage of water at those seasons; is it high or not? and can steamboats usually land at such seasons anywhere from the squares next to the market to the upper part of Front street?

Answer. I have always known Government to ship goods from the opening of the season till late in the fall.

Question by court. Are you, or were you in 1837, likely to know whether other suitable buildings could be rented for the public, with all the advantages of the one you assessed for Lieutenant Colonel Brant; and could, or not, there have been several such buildings offered for rent without your knowing it?

Answer. I am very well acquainted with all the business houses; and all the houses in that neighborhood were occupied in 1837. It might be that other houses could have been had, without my knowing of it.

Question by Colonel Brant. Can you say whether property and rents of buildings are as high in the street where the frame building spoken of is situated, as in the one where the brick building stands?

Answer. Certainly not. I think that houses and stores in the upper part of the city are more desirable than in the neighborhood of the frame building.

Question by Colonel Brant. In whose name was the account made out for pasturing and stabling the horses bought for the Indian Department in 1837?

Answer. They were made in the names of John Calvert and Mr. Lapère. Lapère lives on Choteau's farm, and is authorized to buy and sell, and manage all the affairs of the place. I do not know that he has a power of attorney; but all his acts are sanctioned by Choteau. As to the first horses purchased for the Sac and Fox Indians out of the \$10,000 appropriation, these expenses were all put in the first cost of the horses. For the other horses kept by Calvert and Lepère, the bills were made out in their names.

Question by Colonel Brant. Can you state what was the average original cost of the horses purchased for the Sac and Fox Indians, in 1837?

Answer. Less than \$40, embracing all expenses of purchasing and keeping. I think the original cost averaged about \$33 or \$34. This is the first lot of horses out of the \$10,000 appropriation. Other horses afterwards purchased cost about \$60 or \$65.

Question by court. Have you, or not, known proposals invited through the newspapers for furnishing the quartermaster's department here with a proper storehouse, at any period since 1834? State whether you would, or not, be likely to know of such advertisement, if made.

Answer. I have not known of such advertisement. I generally read the papers. But it may very easily be the case, and have escaped my memory.

Question by Colonel Brant. Have you known any advertisement made, inviting proposals for furnishing a storehouse for the quartermaster's department at this place, prior to 1834?

Answer. I do not remember.

The court adjourned to meet to-morrow at 10 o'clock.

FRIDAY, DECEMBER 28, 1838.

The court met pursuant to adjournment.

Present: All the members.

Captain J. W. KINGSBURY, military storekeeper United States army, duly sworn as a witness, answers as follows:

Question by court. How long have you been stationed in this city as assistant commissary of subsistence and military storekeeper?

Answer. As assistant commissary of subsistence since the spring of 1833, except six months' furlough in the summer of 1836; and acting assistant commissary since 3d of October, 1837. As military storekeeper since 17th of October, 1837.

Question by court. Where have your public subsistence supplies and military stores been stored during that period?

Answer. Until the fall of 1836 the commissary stores were stored by the quartermaster, without my having a storehouse. In the fall of 1836 they were stored in a building on Laurel street, back of Mr. P. Choteau's; and were then removed to a building on Church street, in the same block; from which place they were removed to Mr. Page's building on Walnut street. The military stores were stored in the second story of the building on the corner of Second and Laurel streets when I received them, in the fall of 1837. I am not sure how long they remained there. They were removed from there to Page's, on Walnut street, where they have since remained. I may be mistaken as to the names of streets. In speaking of the block on Laurel and Church, or Second streets, I refer to the block formerly owned by Mr. Choteau. The commissary stores were removed from Page's to the brick building, corner of Second and Laurel streets, where they now are. The amount of commissary's stores at present is 14 or 17 barrels.

Question by court. What kind of a building is that which is situated on Second street, next to the brick warehouse at present occupied for the quartermaster's department? Is it a wooden building; and what are its dimensions? Is it the same which was rented, in 1836, for the subsistence department?

Answer. It is a wooden building. Its dimensions, I should think, about 40 by 50 feet. About 1836 it was rented for the subsistence department.

Question by court. If you know, please state when the brick and wooden warehouses referred to were erected; and how have they ever since been occupied; and who has always been the reputed owner or owners of them?

Answer. I think the brick building was erected in 1833, and the wooden, I think, in the fall of 1836. I cannot be positive about dates. The frame one was occupied as a commissary store until the stores were removed to Mr. Page's. The brick one, I think, was occupied till that time for the quartermaster's department, and the stores of the purchasing department, which were then in charge of the quartermaster. I always considered that Major Brant was the owner. I never saw the deeds. I had the same reason to think that property was Colonel Brant's, as that this house is Mr. Lane's—from general rumor; everybody said so. I will state, also, that I have heard Major Brant speak of it as his property.

Question by court. Was, or was not, the public service benefited, in your opinion, by the arrangements made by Captain Crosman for the storage of public property? If you are informed, state the amount saved thereby in rent annually or monthly.

Colonel Brant presented the following note:

Lieutenant Colonel Brant objects to the relevancy of the question last proposed to be put. The ground of his objection is, that the question touches merely the conduct of Captain Crosman, who is not upon trial; and the subject of *his* merits or demerits cannot affect the inquiry before the court.

The court sustained the objection.

Question by court. What were the effects to the Government, in a pecuniary point of view, as well as in reference to the convenience of the public service, of the removal of the public stores, in whole or in part, from the brick building to the wooden tenement in which the said stores were placed by Captain Crosman?

Answer. I did not read either of the contracts. I cannot say as to the effects in a pecuniary point of view. I think one store as convenient as the other for the public service. The store in Walnut street was the largest. For the purchasing department, the store in Walnut street was more convenient than the other, because things could be got in and out more easily.

Question by court. Will you describe the two buildings vacated by Captain Crosman, and the one hired by him, and also the relative advantages in size, accommodations, and location of each of them; having particular reference to the purposes for which they were used?

Answer. Of the buildings vacated by him, situated at the corner of Laurel and Second or Church streets, one was a two-story brick building, with a large loft. The building, I judge, about 20 by 70 feet: the quartermaster's stores were in the lower part of this, and the stores of the purchasing department on the second story, and some of them in the loft. The commissary store in Church street was a frame building, adjoining the brick one: is one story high, and about 40 by 50 feet.

The store on Walnut street is a one-story frame building, somewhat more than 70 feet square, divided in the centre by a partition. I think one location was as good as the other, and that both are equally convenient in respect of shipping and receiving stores; the draying being 25 cents a load to either building.

There was a good loft in the building on Walnut street, in the part occupied by the purchasing department.

Question by court. How long were your subsistence stores kept in the frame building hired by Captain Crosman; where were they removed, and by whose order; where are they now, and where are the articles of public property in your charge belonging to the clothing department?

Answer. They were removed to Walnut street in the spring of 1838, after Colonel Brant left here, in the fall of 1837, and remained there till he returned. On Colonel Brant's return, he stated that he should remove the subsistence stores back to Laurel street. He gave up the commissary store in the building on Walnut street; and the subsistence stores were placed with the military storekeeper's stores. I called on Colonel Brant, and informed him that I did not wish them mixed, and requested him to have the subsistence stores removed from the military store. They are, as already stated, in the brick building. The purchasing department property is now in the store on Walnut street.

Question by court. Did you express a wish to Lieutenant Colonel Brant to have your subsistence stores removed to their present place of storage? and were you consulted on this subject, or on the subject of removing the public clothing in your charge to a more convenient place, or nearer to your office? if so, state when, where, and by whom.

Answer. I will state that, on Colonel Brant's last return here, when he relieved Captain Crosman, in September, 1838, he stated to me that he should remove the stores up to their old situation; that it was too inconvenient for him to go there to attend to them; that he should have them convenient to him. He also said it would be more convenient to me to have my stores up there.

Question by court. Were your subsistence stores ever mixed or stored in the same room or apartment with the military stores or clothing also in your charge, whilst they were in the wooden warehouse in Walnut street? State how these two departments were there accommodated, and why you requested that your subsistence stores should be removed.

Answer. The stores of different departments were not put together before Colonel Brant returned; there were very few barrels of the commissary stores. I should have had no objection to their being in the military store; but I expected soon to be relieved by Major Lee, and it is unpleasant to have stores of different departments put together.

Question by court. What facilities were possessed by the frame building rented by Captain Crosman for receiving or discharging public property? How many doors are there in it? are they large or small doors? how do they open as to the street? and how many drays can be loaded or unloaded at the same time, on account of the arrangement of doors? State, also, what are the advantages of the brick building situated at the corner of Second and Laurel streets.

Answer. There could not be greater advantages in any store for loading and unloading, receiving and shipping public stores, than are possessed by the store in Walnut street; that is, the advantages are as great as in any store in this city. It has four large doors opening on the street. The frame store on Second street has also two doors: I do not know whether they are so large. I should think eight drays may be kept at a time loading and unloading at the Walnut street store, two drays backing into each door at a time. The brick building had but one narrow door on the street; that is, the door is narrow in comparison with the others. Stores may be got out of this store by the back door, but it would be very inconvenient.

Question by court. Previous to the erection of the brick warehouse at the corner of Second and Laurel streets, where were the quartermaster's stores kept?

Answer. I think they were kept on the river bank, in a stone house, immediately back of a building on Main street, now occupied by Harstens & Angerodt.

Question by court. Do you know whether there is a cellar under the brick warehouse rented of G. K. McGunnegle; and, if so, what is its condition? could it have been, or was it ever used, to your knowledge, for storing public supplies or property of any kind?

Answer. There is a cellar under the house; it is too damp to store supplies in it; often has water in it.

Question by court. Is this brick building a dry storehouse, or is it a damp one on the lower wooden floor; and what causes operate to affect it in this respect?

Answer. I know nothing about that. I have had pork and flour on that floor, and never had any damaged. I had stores on that floor only for short times, when my store was too full.

Question by court. How much larger, or, in other words, how much more public property could be stored in the building in Walnut street than in the brick one at the corner of Laurel and Second streets?

Answer. I should think their capacities were nearly as two to one in favor of the Walnut street store.

Question by court. Was, or not, public property, or corn in sacks, damaged whilst stored in the wooden frame building adjoining the brick ware-

house at the corner of Second and Laurel streets? and, if so, when and from what cause?

Answer. Some corn was damaged in consequence of rains coming in from the roof, I think, in the fall of 1837. I cannot state how much; some bags were damaged.

Question by court. Did you, at any time, write an official letter to the Commissary General of Subsistence, complaining of the manner in which your subsistence stores were kept, and requesting that you might be furnished with a storehouse under your own direction? If so, will you produce that letter? or, if you cannot produce it, please state its contents; and if you do produce it, state whether its contents here are truly set forth.

Answer. I did complain to the Commissary General of the way the stores were kept here, and applied for a warehouse, almost from the first time I came here. I have a letter that I wrote after my return from Furlough in 1836. Here is a copy of the copy on my official letter-book, which I believe to be correct; and that its contents and phraseology are the same as the original sent to the Commissary General.

Colonel Brant desired that the paper may be read and received.

The court directed the letter to be copied on the record.

ST. LOUIS, MISSOURI, *October 9, 1836.*

GENERAL: I relieved Lieutenant Eaton in the commissary department at this place on the 1st instant. I fear you will think I am too much disposed to call on you with requisitions that can be dispensed with; but when I assure you I am induced by a desire for the best interests of the department, should you not agree with me you will nevertheless appreciate my motives.

The stores I received from Lieutenant Eaton, amounting to several hundred barrels and boxes, and of such stores as require constant inspection, are partly stored in a merchant's warehouse, with stores of individuals, and partly in his cellar, and I may say almost out of my custody, as I have not the key to either.

My health, from a slight attack of bilious fever, was such, when I relieved Lieutenant Eaton, that I could not look over these stores; had they been in a storehouse alone, I could have done so.

I most respectfully request the department here may be supplied with a storehouse subject to its own control, and under its own key. A commissary should be enabled to make an issue in bulk in the darkest night. If he has the arrangement of his store, he can do so; as it is, when I wish to make an issue, I have to call on the quartermaster, and probably on the merchant, before I can effect it.

I respectfully lay the matter before you for your consideration, and, with feelings of respect, remain your obedient servant,

JAMES W. KINGSBURY,
Commissary of Subsistence.

Brig. Gen. GEORGE GIBSON,
Commissary General of Subsistence.

Question by court. At the time Captain Crosman vacated the two buildings situated at the corner of Second and Laurel Streets, did he, or not, request you to accompany him for the purpose of examining several other buildings, from which he contemplated to select one for a public ware-

house? If so, state where these buildings are situated, their capacity or size, and whether built of brick or wood; state, also, if you know, what was the rent of each per annum.

Colonel Brant presented the following note:

Lieutenant Colonel Brant objects to the last question, as being wholly irrelevant.

The court did not sustain the objection.

Answer. Captain Crosman told me he could find buildings, and requested me to walk with him and look at them, which were cheaper, and better adapted to the purpose, than the one I had. I told him to consider the trouble of moving, and that I disliked to move unless the Government would be the gainer by it. He then took me to see a brick building, which was the back part of the Union hotel. It had a fine cellar and a good upper room, and would have made an excellent commissary store. I objected to it on account of not being able to have the purchasing department stores there too, without mixing, as there were not two separate rooms. He then showed me a three-story brick building, in Chesnut street, between Front and Main streets; which I objected to, because some stores there would have to be lifted up by a block. He then showed me the Walnut street store, which I told him would answer the purpose. On his assurance that the Government would be greatly the gainer by it, I told him I would not object. I do not recollect the rents of any of them.

The court adjourned to meet to-morrow at 12 o'clock.

SATURDAY, DECEMBER 29, 1838.

The court met pursuant to adjournment.

Present: All the members.

Captain J. W. KINGSBURY, a witness, in continuation:

Question by court. Do you know where Lieutenant Colonel Brant had his office as disbursing agent for the Indian Department in 1835 and 1836? If so, state where.

Answer. I think in the basement story of the house he lives in.

Question by court. Where has Lieutenant Colonel Brant's office, as quartermaster, been kept for the last seven or eight years?

Answer. For several years it has been kept in the house he lives in. Previous to that, it was kept in the back part of the building where he kept his quartermaster stores, which I described yesterday as being on the bank of the river. At present, and for the last month or so, it has been in a house lately erected east of his dwelling.

Question by court. During the period you have been stationed here, have you, or not, known proposals to furnish the quartermaster's department with an adequate storehouse to be invited by public advertisement? Would you, or not, have been likely to have seen such advertisement?

Answer. I have not known of such an advertisement. I should have been likely to have seen it.

Question by Colonel Brant. Was the wooden building, rented as a military store by Captain Crosman, in Walnut street, equally as safe for public property as the brick warehouse at the corner of Laurel and Second streets, rented by Major Brant for a public store; and could insurance have been effected on the former as well as the latter?

Answer. I do not think insurance could have been effected on it, because I think they do not insure wooden buildings here; but I think the building was as safe.

Question by Colonel Brant. Please state whether the building on Walnut street was as conveniently situated for business purposes, in reference to the shipping and receiving goods from steamboats.

Answer. I think it was.

Question by Colonel Brant. Can you state in what part of the city steamboats usually land? If so, please state between what streets—naming the streets that bound it on the north and south.

Answer. In the spring of the year, at high water, I think they land from Market street, on the south, to the limit of the business part of the city, on the north. In low water, the southern limit of their landing would probably commence two squares north of Market street, about Mr. Collier's counting-house. I cannot name the street of the northern limit. It is about the street which runs next this side on the south of Mullanphy's house. In spring, and June and July, at high water, boats can generally land anywhere from the extreme northern limit of the city to the extreme southern limit.

Question by Colonel Brant. Was the frame building on Walnut street situated as conveniently to the main steamboat landing of this city as the one on Laurel street?

Answer. It was not as near; but the drayage would be the same, and therefore I would call it as convenient for shipping and receiving.

Question by Colonel Brant. Was the warehouse rented by Captain Crosman of D. D. Page as convenient to the residence and office of the quartermaster and commissary as before; and could the official duties of the departments be discharged with the same facility?

Answer. It was certainly not as convenient to the residence and office of Colonel Brant and of the commissary, but it was more convenient to the residence and office of Captain Crosman. With respect to myself, the commissary, I had a little farther to walk in receiving stores, &c.; but I do not know that that affected the duties of the department. For my private convenience, I would have preferred the store on Church street. I presume it was the same, in these respects, with the quartermaster's department. The distance to walk, in the one case, was about one square; and, in the other, about five or six squares.

Question by Colonel Brant. If a warehouse were half a mile from the steamboat landing, but the same price charged only for drayage for that distance as to a warehouse situated at the distance of half a square from such landing, would you consider the former warehouse as convenient for business purposes as the latter?

Answer. I should think the nearest the most convenient. I will state, with reference to these two storehouses, that from the one in Walnut street stores might have to be carried to the upper part of the city to be shipped; and from the house on Second and Laurel streets they might have to be carried to the lower part of the city. In the general, it would depend on where the boat was lying. She would not generally come to any particular landing for goods, unless a large quantity were to be shipped. I know but little of the business of shipping.

Question by Colonel Brant. Do you know by whom a stove was placed and used in the brick building on Laurel street, occupied as a storehouse by the quartermaster's department in the fall of 1837?

Answer. It was placed there by me.

Question by Colonel Brant. State whether, during your occupancy of the frame building on Second street, you experienced any inconvenience either in receiving or discharging stores in or out of said building?

Answer. No.

Question by Colonel Brant. You have stated that corn was damaged while in the warehouse on Second street. Will you now state at what time this occurred, the quantity injured, and the amount of loss that accrued to the Government therefrom?

Answer. I think it was about July and August, 1837. The quantity I do not know; neither do I know that the Government sustained any loss. I do not know that it was their corn. I was told it was, and supposed so from its being put in there.

Question by Colonel Brant. Was the frame building occupied by the subsistence department on Church or Second street sufficient, in point of accommodation, for that branch of the public service?

Answer. Not always. When there was a large quantity of stores on hand, they were rather crowded; and Colonel Brant told me I might put some in the brick building; and when he was crowded, he put some in the frame building.

Question by Colonel Brant. Was the brick building on the corner of Laurel and Church streets, in the general, sufficient for the purposes of the quartermaster's department, and also a good substantial building?

Answer. It was a good substantial building; whether sufficient for the purposes of that department, I do not know.

Question by Colonel Brant. You have stated that on Lieutenant Colonel Brant's return from the east, in 1838, he stated that he would remove the stores up to the old stand. Are you sure Lieutenant Colonel Brant alluded to other than the quartermaster's stores? About what time did this conversation take place, and where?

Answer. It occurred soon after his return, in September or October, 1838, I think, and in the second story of the brick building at the corner of Second and Laurel streets. I understood him to say he would remove back all the stores of the different departments.

Question by Colonel Brant. Were the subsistence stores considered as under the control of Lieutenant Colonel Brant at the time to which you allude?

Answer. They were under my control, and always were. The quartermaster is directed to furnish competent storehouses; and when he offers a suitable store in any part of the city, I should make no official objection to him. I might object, if I thought proper, to the head of my department, if they choose to consider my convenience. I will add, that at the time of this conversation, I mentioned to Colonel Brant that I did not wish the military storekeeper's stores removed from Walnut street.

Question by Colonel Brant. State whether application was made by you to Major (now Lieutenant Colonel) Brant for a warehouse, as referred to in your letter to the Commissary General of Subsistence in October, 1836; and, if so, was it in writing, or verbal; and what time in said year?

Answer. I made no official application to him. I wrote and referred it to the head of my department; because I thought that the chief of my department was the proper judge whether I ought to have a separate store

for the subsistence department, as, at times, the quantity of supplies on hand here is very large, and, at others, very small.

Question by Colonel Brant. Please state what amount of subsistence stores you had in possession at the time you applied to the Commissary General of Subsistence for storage, on the 9th October, 1836; and what amount remained on hand on the 14th November following.

Answer. I refer to my official return book in court, and find that, on the 9th October, 1836, I must have had about

100 barrels of pork.

100 barrels of flour.

1,600 pounds of soap, in boxes.

1,000 pounds of candles, in boxes.

1,500 gallons vinegar, in barrels.

62 bushels salt, in barrels.

220 bushels beans, in barrels.

On the 14th November following, I had about

72 barrels pork.

1,400 pounds of soap, in boxes.

919 pounds candles, in boxes.

960 gallons vinegar, in barrels.

110 bushels beans, in barrels.

Question by Colonel Brant. Did you pay a separate rent for that part of the brick warehouse occupied by you as a military store? Were you asked to pay such rent? or did your immediate predecessor, Captain Spencer, pay such rent, to your knowledge?

Answer. Captain Spencer did not pay such rent, to my knowledge; neither do I think that I paid rent there.

Question by Colonel Brant. Please state, as nearly as you can recollect, what length of time has elapsed since you first heard Captain Crosman speak of his intention to prefer allegations or imputations of official misconduct against Major (now Lieutenant Colonel) Brant; and whether you were informed by him, at that time, of the character of such allegations or imputations.

Answer. I heard Captain Crosman, some years ago, say that a contract made by Colonel Brant for the transportation of troops was a suspicious matter, that ought to be investigated: it was a detachment of troops that went down the river in a boat commanded by Shalcross. I heard him say in the fall of 1837, after some horses had been examined here, that he did not think every thing was right about the horses, and that he should report it. I have heard him converse but very little about the allegations against Lieutenant Colonel Brant; and I never heard him say that he meant to prefer charges against Colonel Brant.

Question by Colonel Brant. Did Captain Crosman call on you, or write to you, for the purpose of soliciting information relative to the occupancy of the warehouses at the corner of Laurel and Second streets?

Answer. He addressed a note to me, asking how that building, and the frame one adjoining it, had been occupied; and where the military store-keeper's stores had been stored.

Question by Colonel Brant. Were you placed on a board of survey in the fall of 1837, to examine certain horses, to which you have alluded? and, if so, please state all the circumstances within your knowledge relative to same.

Answer. I was on the board which examined them, and did not consider them fit for public service. They were exhibited to the board there, who pronounced them unfit for public service. Some of them had sore legs; some appeared broken down. I do not recollect the number. Some were very poor. We did not examine witnesses on oath, but received statements from persons around. I have no knowledge myself of the cause of the bad condition of the horses.

Question by court. What is the usual season for sending most of the yearly supplies to the upper military posts on the Mississippi and Missouri rivers—is it, or not, in the spring of the year? and, if so, what is the usual stage of the water here at that season; in reference to steamboat navigation?

Answer. The spring is the time the largest supplies are sent up, when the water is generally high. I allude to the regular subsistence supplies, furnished on estimates; I do not know about other supplies.

Question by court. Which of the two warehouses in question was the most convenient for the public service, taking into consideration the distance of drayage in receiving freights from, and delivering to, steamboats at the usual landing-places; also taking into consideration the distance the public officers would have to walk from their respective offices to the said warehouses to attend to their duties; and the difference of rent annually paid for the two buildings also considered?

Answer. I do not know what rent was paid; and as for the public convenience, I have already said I considered one as convenient as the other, in respect of location. With regard to size, the Walnut street store is the largest; and, in that consideration, the most convenient for the public.

Question by court. From the location and adjoining buildings of each, respectively, their construction and facilities for receiving and delivering rapidly public property, in which were the subsistence stores most secure from fire—in the one situated on Walnut street, or that adjoining the brick building at the corner of Second and Laurel streets? Please state particulars.

Answer. I do not think the one on Walnut street was at all exposed to fire; no building touched it. It was twelve feet from the nearest building, and that a brick one.

I never considered the frame building on Second street in danger of fire. It might be more so than the one in Walnut, because it was near a cooper's shop and a carpenter's shop, which were frame buildings. The carpenter's shop, I think, adjoins the store. The cooper's stands back in the yard; but the front is filled with hoop poles, barrel heads, and staves.

Question by court. Do you know about what period the storehouse at the corner of Second and Laurel streets was first occupied for the purposes of the quartermaster's and other military departments, and how long it was thus continuously occupied? Please state also, if you can, whether (within the period it was so occupied) other suitable buildings might have been procured at as little cost as the one just referred to, if a call had been made through the newspapers for one.

Answer. I think the building was built in 1833 or 1834; and, I think, it has been occupied since as a quartermaster's store, except during the time they were moved out and carried to Walnut street. I do not know whether other buildings could have been got. I had no house to rent.

The court adjourned to meet on Monday at 10 o'clock.

MONDAY, DECEMBER 31, 1838.

The court met pursuant to adjournment.

Present : All the members.

JOHN McCausland, duly sworn as a witness, answers as follows :

Question by court. Were you, at any time, assessor of taxes for the city of St. Louis? If so, for what years?

Answer. I assessed the city for the use of the city, and for the use of the county, in 1835; and for the use of the county, in 1837.

Question by court. Did you, or not, assess the lot and brick building at the corner of Second and Laurel streets? and, if so, in whose name was it assessed, and who paid the taxes upon it?

Answer. I assessed it to Major Brant. I was not in the collector's office when the taxes for 1835 were paid.

Colonel Brant presented the following note :

Lieutenant Colonel Brant admits that the property, corner of Laurel and Second (or Church) streets, consisting of the brick building and frame adjoining it, was assessed in his name, and the taxes thereon paid by him, from the time those buildings were erected.

Question by court. Did, or not, Lieutenant Colonel Brant say to you that the property alluded to in your testimony was his own, and hand you a memorandum to that effect?

Answer. When I was assessor, either in 1835 or 1837, (I am not certain which,) I called at Colonel Brant's office. He told me that this property was his, and gave me a memorandum (written by him) to that effect. He said there was an error in the number of feet, which he wished corrected. All his property in the city was included in that paper.

Mr. T. J. PAYNE, a witness, came into court and desired to make a statement in relation to his previous testimony, and said as follows :

"I meant to say that I first knew William Walker when he lived in this county, in 1832; and then his notes were good as cash. I sometimes endorsed his paper at that time; but I did not mean to say his notes were good in 1837. He failed in that year, and his notes were then worth nothing. He failed either in June or August."

[Refer to witness's testimony at page 91.]

JOHN McCausland again called into court :

Question by Colonel Brant. Will you state whether Captain Crosman called on you in December, 1837, or previous to that date, for the purpose of ascertaining the ownership of the property on which the brick warehouse stands, corner of Laurel and Second streets? And, if so, please state all the circumstances connected with said inquiry made by Captain Crosman, or subsequent to that date.

Answer. I got a note from Captain Crosman; I cannot tell the date. It was while Major Brant was in Florida, and Captain Crosman here acting in his place. The note was an inquiry of me, as assessor, about the property in question. I think there was nothing else in the note. I think I had no subsequent conversations with him on that subject.

Question by court. Was the information called for by Captain Crosman's note to you previously given by you verbally and voluntarily, or not? State the circumstances.

Answer. Yes. Captain Crosman was boarding at my house, and the subject arose in conversation. I told him, in substance, what I have said before the court. I do not know how the conversation began, or whether it was commenced by him or me. I do not know how Captain Crosman knew I was assessor. Captain Crosman wrote me a note, to ask me to put in writing, officially, as assessor, what had been stated in this conversation.

ASA WILGUS, duly sworn as a witness, answers :

Question by court. Did, or not, Lieutenant Colonel Brant ever say to you that the lot of ground situated at the corner of Second and Laurel streets was his own property? If so, please state when, and all the particulars.

Answer. I can merely state that Major Brant stated to me that he had purchased that place, and meant to put some houses on it. He said nothing as to whom he had bought it for—whether for himself, or any one else. He only said he had bought it.

Question by court. Did you, or not, paint the exterior, or any part of the brick building, situated at the corner of Second and Laurel streets? If so, for whom, and at whose request? who paid you for the work, and when was it done?

Answer. I painted for Major Brant the brick on the corner of Second street, where the United States goods are stored. I am not sure that the cross street is Laurel. Major Brant paid for it. I cannot tell the time exactly : I think it was about the latter part of 1835, or commencement of 1836.

Question by court. Did you, at any time in the year 1837, see John Darneille and George F. Barnes driving a number of horses on the Manchester road to St. Louis? If so, state what kind of horses they were as to quality; did they appear to be good animals or not?

Answer. I met Mr. Darneille at Manchester. He had with him a drove of horses, a yoke of oxen, and a mule; either that, or two mules and one ox. I was at work about Major Brant's house while he was purchasing horses; and I thought those horses of Darneille's were not such horses as Major Brant was buying, as I understood, for public use. I had seen him reject better, and therefore I laughed at Darneille for thinking to sell such horses to Major Brant.

Question by court. Do you know what disposition was made of the horses after they arrived here? To whom were they delivered?

Answer. I do not.

Question by Colonel Brant. Were you requested by Captain Crosman to communicate to him the facts alluded to in your testimony, relative to the construction of buildings on the corner of Laurel and Second streets? About what time was it? and state all the circumstances.

Answer. I was not requested by Captain Crosman to communicate any thing to him on that subject.

Question by Colonel Brant. Did you call on Captain Crosman, or did he call on you, in relation to your testimony?

Answer. I did not call on Captain Crosman, nor did he call on me. We were in company, and the conversation arose about Mr. Darneille.

Question by Colonel Brant. Did you see Darneille with any other drove of horses, or know of his driving some to town?

Answer. I never saw any other drove of horses of his.

Question by Colonel Brant. What number was there in the drove of horses you met at Manchester; and were they all indifferent?

Answer. It appeared to be about six or seven: I cannot speak exactly. It appeared to me they were all of a common kind.

The court adjourned to meet on Wednesday next at 10 o'clock.

WEDNESDAY, JANUARY 2, 1839.

The court met pursuant to adjournment.

Present: All the members.

Major MASSIAS, paymaster United States army, duly sworn as a witness, answers as follows:

Question by court. Did, or not, Lieutenant Colonel Brant ever say to you that the lots of ground situated at the corner of Second and Laurel streets were his own property? If yea, please state when, on what occasion, and all the circumstances.

Answer. I understood Colonel Brant to say that that property, at the corner of Second and Laurel streets, was his own. I had applied to him for permission to build a carriage-house on it. He consented; but afterwards told me that I might build on the lot opposite; which also belonged to him, as he meant to put storehouses on this one. This was some time in the summer of 1837. The lot then had on it the brick store at the corner, used as a public store.

Question by Colonel Brant. When, and on what occasions, and at what places, and in what terms, have you heard Captain Crosman speak of the allegations he had made, or would make, against Lieutenant Colonel Brant? Did he speak publicly and frequently on the subject?

Answer. I have not heard Captain Crosman speak much or speak frequently on the subject. He asked me if I knew that the houses and farm belonged to Colonel Brant; and I told him that they did. I cannot tell the time. I think he asked me, once, a month or two after he relieved Major Brant, and in Captain Hitchcock's office, about the property in question. It was about the time a board of officers was convened by order of General Gaines to examine some public horses.

Question by court. Are you certain it was in 1837 that this conversation occurred with Lieutenant Colonel Brant? Will you refresh your memory as to the year?

Answer. I think it was in the summer of 1837, some few months before Colonel Brant went to Florida.

Mr. GEORGE COLLIER, duly sworn as a witness, answers:

Question by court. Are you a commission merchant, doing business in the city of St. Louis? and, if so, how many years have you been engaged in business here?

Answer. I am; and I have been engaged in business here since the 1st of January, 1838; previous to that I was not in business.

Question by court. Where is the usual steamboat landing of this port; and where is the principal commercial business of the city done—that is, between what limits or streets, north and south?

Answer. It is done from Market to Oak streets.

Question by court. How long have you resided here; and were you, or not, for a great number of years, in business as a merchant, prior to 1st January, 1838?

Answer. I have resided in town since 1826. Previously, my family lived in St. Charles; I was in the dry-goods line from 1820 to about 1830; and from that time to January, 1838, I was engaged trading on the river, operating principally in lead, but had no regular office.

Question by court. Are you acquainted with the size and convenience of the brick and wooden buildings situated at the corner of Second and Laurel streets, which have been occupied for storing public supplies? and are you also acquainted with the size and convenience of the brick building on Chesnut street, occupied by Bray & Bailey; and the wooden warehouse on Second street, belonging to, or occupied by, Hempstead & Beebee? If so, describe these buildings as to convenience and location, and the probable rent of each per annum—say since 1836, and including that year.

Answer. I am acquainted with all those buildings except the frame one near the corner of Laurel and on Second street.

The building on Chesnut street I suppose to be worth, since 1836, about \$700 per annum; in 1836, something less. I rented a building opposite it; it is about half a square from Front street; is convenient to the river landing, and in the business part of the city.

The building of Hempstead & Beebee, on Second, between Market and Chesnut streets, is estimated at \$400 per annum since 1836, and including that year. We occupy it now.

I suppose the brick building on corner of Second street, occupied by public stores, is worth about \$700 or \$800 per annum. Since, and including 1836, I consider it worth about as much as the building just spoken of, occupied by Bray & Bailey, on Chesnut street.

I know but little about the frame building on Second street, adjoining the brick. It has always been closed up. I do not know what its capacity or conveniences may be.

I consider the cellar of the building on Second and Laurel streets as useless; I so considered it in estimating its rent per annum.

In these estimates I have included the ground rents.

With reference to the size of these buildings, I suppose the capacities of the building on Chesnut, and the one corner of Second and Laurel streets, to be about the same; that is, above ground. The other, occupied by Hempstead & Beebee, on Second street, is a frame building—a good warehouse, and rents for more, in proportion to its value, than either of the others. Its capacity is not equal to either of the others.

Question by court. Have rents of warehouses in this place risen much in amount since the 1st of January, 1836? If so, state what would probably have been fair rents in each of the years since that date for the store-houses just spoken of.

Answer. I have spoken of what I take to be the average rent of those buildings since 1836, and including it. In the spring of the year rents may sometimes rise. The rent of these buildings may have varied from my estimate considerably, during a press of business in some spring months.

Question by court. Since, and including the year 1836, do you know of any suitable buildings in this city which could have been rented for the United States, to be used as warehouses for storing public property? If so, will you please state where they are located, and the rents of each, or any of them, per annum?

Answer. I suppose there would have been no difficulty in getting suitable houses at about the prices I have mentioned. In 1836, in the summer and

business part of that year, I was absent; but since that time I have no doubt buildings might have been got; 1836 was the most difficult year to get buildings; but I am confident buildings were to be got in the years after. I cannot specify any particular buildings; other persons found houses. After the pressure in 1837, when many persons retired from business, houses to rent were in greater plenty than they had been.

Question by court. Do you own a stone building on Chesnut street, directly opposite the one occupied by Bray & Bailey? If so, will you describe it, and the annual rent you obtain for it?

Answer. I own it in partnership: it is 40 by 50 feet; a stone building three stories high. It was rented in 1836 at \$600 or \$700, I am not certain which; since 1836, it is rented for about \$700. It is rented in connexion with another building; and the rent of the stone building is estimated, as stated, at \$700. The whole property is rented at \$2,500; the front being (as I understand) estimated at \$1,800, leaving \$700 for the stone building.

Question by court. What is the relative value of rents of buildings or stores on Chesnut street, and near the location of Hempstead & Beebee's warehouse on Second street, compared with rents of similar buildings near the corner of Second and Laurel streets? If any, please state it.

Answer. About the same. They will rent quite as high on Chesnut street as above.

Question by court. How long have you known the brick building at the corner of Second and Laurel streets? Has it, or not, since you first knew it, been worth \$1,000 per year? If so, state when.

Answer. If it has been worth it at all, it must have been in 1836. I do not know what a person might be induced to give to get into a house. In that case, they might run up the rent of a house. I would consider it to be a high rent. I have known it since it was built.

Question by court. Why does the warehouse on Second street, between Market and Chesnut streets, rent for more, in proportion to its value, than either of the other buildings mentioned by you?

Answer. Its convenience to the particular part of the town where such buildings are wanted.

Question by court. Have you ever seen, prior to or since the year 1834, any advertisement calling for proposals to furnish a suitable storehouse for the purposes of the quartermaster's and other military departments? If such advertisement had been made, would you, or not, have been likely to have known it?

Answer. It might have been made, and I not have seen it. I have not seen such an advertisement.

Question by court. Were you, or not, formerly a director in the branch of the United States Bank in this city? and, if so, at what time, or during what years?

Answer. Yes; I was director from 1829, when the branch first came here, for three years in succession. I was then out one year. (By the charter, no one can be a director more than three successive years.) I was then director again till the charter expired, or rather till the branch here sold out to the Commercial Agency, in 1836, I think.

Question by court. Whilst a director in the said bank, did, or did not, the subject of Lieutenant Colonel Brant's partnership or interest in the house

of Hill & McGunnege ever come up before the board of directors? If so, state the occasions, and under what circumstances.

Colonel Brant presented the following note :

Lieutenant Colonel Brant objects to the question now presented, on this ground: that it desires to know what the directors of the United States branch decided as to a partnership existing between Hill & McGunnege and J. B. Brant, which is not, nor can it be made, testimony. Lieutenant Colonel Brant is perfectly willing that the witness shall state his own knowledge of whether J. B. Brant was a partner in the firm of Hill & McGunnege.

The court decided that they do not sustain the objection.

Answer. It was a matter of conversation among the directors, both in and out of bank: frequently Colonel Brant's name was on Hill & McGunnege's paper; and it was a matter of discussion whether he should be considered a member of that house, as the rule of bank required on any paper two separate responsible endorsers. It being mere rumor and suspicion, it was judged that we could not, in our official capacity, consider him a partner.

Question by court. Did, or not, Lieutenant Colonel Brant inform you, or say to you, at any time, that his capital was invested in the house of Hill & McGunnege, or Hill, McGunnege, & Way? If so, please state when, and on what occasion, and during what period, it was thus invested.

Answer. I do not think I had ever any conversation with Colonel Brant about McGunnege & Way. But he once asked me something of this sort—"Would you not consider my funds in the house of Hill & McGunnege as safe as I could use them?" I thought the object was to elicit my opinion. He left me to infer that they were there, but did not say so in express terms.

Question by court. Did, or not, Lieutenant Colonel Brant inform you, at any time, that he was interested in the firm of Hill & McGunnege, or Hill, McGunnege, & Way, or McGunnege & Way; or did he, by his conversation, induce you to understand that to be the fact?

Answer. He never said to me, in direct terms, that he was interested in either house. It has been my opinion, and that of many others, that he was; but it was merely a surmise. It has been a frequent subject of conversation. It was judged by the run of transactions in the commercial way. I had previously been of the impression that he was interested. He did not say so, but his conversation strengthened in my mind my previous conjecture.

Question by court. In the bank and commercial community, generally, did the three firms just referred to derive standing and credit from an impression that Lieutenant Colonel Brant was interested in said firms?

Answer. I suppose the impression strengthened the credit of the house; it did so with me. I will observe that, if I only thought that Lieutenant Colonel Brant had loaned that house large sums of money, it would have something like the same effect, because he must then sustain them.

Question by court. Can you state through what periods the impression just mentioned extended; also, about what time the conversations held by you with Lieutenant Colonel Brant occurred?

Answer. The conversation that I allude to happened previous to Way's coming into the house, when it was Hill & McGunnege. At that time

I had considerable business transactions with them. Since that time, I have had but little. The impression has, more or less, always existed ; but more particularly while the firm was Hill & McGunnegele.

Question by court. Was Lieutenant Colonel Brant a usual or a frequent endorser for either of the commercial houses above alluded to, in their transactions with the said bank, while you were a bank director ? If so, was it for large or small amounts, and when ? What was the amount of his liabilities for either of these houses ?

Answer. I could not say what was the amount of his liabilities. It was always understood, when they offered paper, that if the names offered were not sufficient, his could be had ; sometimes that was required, at other times their paper was passed without it. He was a frequent endorser, and his liabilities with the house were considerable. It was principally with Hill & McGunnegele, and before Way came into the firm. What his liabilities with that house have been since that time, I have not had the means of judging.

Question by court. When did the house of Hill & McGunnegele first commence in this city ; and whose building did they occupy ; and whose have their successors (the other two firms referred to by you) occupied since ?

Answer. I cannot tell what year they commenced. It has been a long while. They and their successors have occupied Colonel Brant's house since they commenced, and since it was built.

Question by court. You have said you had considerable business transactions with the house of Hill & McGunnegele. Please state whether you then regarded Lieutenant Colonel Brant as interested in said firm ; and, if so, whether that fact influenced said transactions.

Answer. I regarded him as interested in it only by conjecture, as I said before. I suppose it had some weight. I do not know that it determined me to have them. I might have had them if I had not entertained that conjecture.

Question by Colonel Brant. Is not the principal steamboat landing between Olive street on the south and Oak on the north ; and is not the street which runs immediately north of Walsh's warehouse, Laurel street, in the centre of business ?

Answer. Olive street is not the limit on the south. I consider that the principal steamboat business is done between Olive and Oak, because that constitutes the principal front of the city. I will state, that it makes no difference to a merchant where a boat lands, provided she does not go without the usual landing. If she keeps within the usual landing, the dragage is the same. I would take it that the bulk of business is done south of Laurel. Heavy boats, having large cargoes, prefer to land below it, because the hill is not so steep, and there is more room on the levee.

Question by Colonel Brant. Do you know the rate per annum at which the warehouse of Bray & Bailey on Chesnut street has rented since January 1, 1836 ; or is the sum which you have named as a fair rent your own estimate ?

Answer. I do not know it. I have heard it spoken of, and, in consequence of that, raised the rent of our house opposite.

Question by Colonel Brant. Please state whether the brick building, corner of Laurel and Second streets, is not more convenient for business purposes than one on Walnut street, between Main and Church or Second streets.

Answer. Walnut is a little below the active business part of the city. But the drayage would be the same; if wanted only for storage, it would make no difference. If a man wanted to open a shop, Walnut would not be so desirable a place as the other. It would depend entirely on the purposes for which it was used.

Question by Colonel Brant. Please state whether, in shipping and receiving goods, it is not considered somewhat of an object that the warehouse, from which they are taken, or to which they are carried, should be as near as possible to the landing of boats, even though the price of drayage should be the same as to a point more remote from the landing.

Answer. Certainly, it is more desirable to be near.

Question by Colonel Brant. Do you know Mr. John B. Sarpy, of this city? What is his general character as a man of truth, veracity, and intelligence, as a business man?

Answer. I have known Mr. Sarpy for many years. His reputation is very fair for veracity and as a man of business.

Question by Colonel Brant. State what was the character of the business transactions upon which you say you founded your opinion that Lieutenant Colonel Brant was a partner in the house of Hill & McGunnege, and Way & McGunnege.

Answer. The conjecture was founded on his name being on their paper. The opinion seemed to be with everybody that he must have some interest, or he would not put his name on so much paper. It was a current rumor.

Question by Colonel Brant. Did you ever know of his (Lieutenant Colonel Brant's) taking upon himself to act as a partner of that firm, viz: Hill & McGunnege; Hill, McGunnege, & Way; or McGunnege & Way, in any business transaction?

Answer. I never did.

Question by Colonel Brant. Is there such a thing known in the mercantile world as one person or firm endorsing for another, and receiving a per centage or commission therefor on the amount of such endorsements?

Answer. It is an everyday transaction.

Question by Colonel Brant. Did Captain Crosman call on you, write to you, or otherwise approach you, in order to ascertain the facts to which your testimony has been directed? If so, state all the circumstances within your knowledge.

Answer. I do not recollect that Captain Crosman ever wrote to me on any subject. I have heard him and Colonel Brant both speak of the court of inquiry. Captain Crosman has asked me if I knew about the property which has been referred to. I have had no conversation with him on the subject since I knew I was to be a witness here, except as to the locality of those buildings. I refer to all the time since October, 1837.

Question by court. If the endorsement of one person on the paper of another were frequent, and for large amounts, might it be fairly inferred there was a *limited partnership* between them? or would the inference be more just that the endorsement was given in consideration of a per centage to be allowed therefor?

Answer. It might be either. It would depend on the accompanying circumstances. It would not be fair always to infer, because a man endorsed another's paper, that he was a partner. It would depend on the

circumstances. Limited partnerships are not known to the laws of this State.

Question by Colonel Brant. Have you been frequently in the habit of endorsing the paper of others for considerable amounts, and sometimes for a per centage or commission?

Answer. I have endorsed for a great many, but I never did it for a per centage in my life. I answer as an individual, not as a firm. I have never charged for the endorsement; but, if the paper came back to me, and I had to take it up, and advance the money, I have sometimes charged for that.

The court adjourned to meet to morrow at 11 o'clock.

THURSDAY, JANUARY 3, 1839.

The court met pursuant to adjournment.

Present: All the members.

T. P. BRAY, a witness, duly sworn, answers:

Question by court. Was application made to you at any time during the winter of 1837, or spring of 1838, to know whether the building on Chesnut street, between Front and Main streets, then occupied by you, could be obtained (and its rent per annum) for the use of the United States? If so, by whom, and what was your reply, and what the terms of the rent?

Answer. Application about that time was made to me by Captain Crosman. I was giving for it \$750 per annum, and I offered to give it to him for a bonus of \$200. I believe this to be correct.

Question by court. How long have you occupied or had possession of this building? and what rent do you pay the owner per annum? Will you describe the building?

Answer. It is a large three story and a half building; a warehouse, with no cellar; rooms large. I paid \$750 for it for about two years, and considered it a cheap rent for that. It still rents for \$750. I should think it is about seventy-five feet front by thirty feet deep, and about forty yards from the steamboat landing.

Mr. J. H. GAY, a witness, duly sworn, answers:

Question by court. Are you the owner of the brick building on Chesnut street, between Front and Main streets, recently or now occupied by Messrs. Bray & Bailey, commission merchants?

Answer. I am.

Question by court. What are the highest and lowest annual rents you have ever received for this building, and how much does it rent for now? Please describe the building particularly, with its local advantages, and say how it has been occupied or used since it was built.

Answer. It has been used, ever since it was built, as a storehouse, and by commission merchants. It has two large openings in front; is fifty feet by thirty feet, as well as I recollect; three stories brick, except the ends and back of first story, which are stone; is half a square from Front street. Since it was built, in 1834 or 1835, it has rented for \$750 per annum till yesterday, when the rent, on the complaint of the occupant, was reduced to \$600 per annum.

Question by court. If application had been made to you, would you, or not, have rented this building to the United States for the quartermaster's department? If yea, please say at what times, and in what years, and at what prices per annum.

Answer. I presume, when it was first finished, if there had been application, I should have been much pleased to have rented it to them. I would have rented it in preference to the United States for the \$750 given by Bray & Bailey, who were small capitalists. I believe Captain Crossman applied to me about a year ago, and I said to him I was willing he should have it, if he could get the time of Bray & Bailey. I was willing he should have it for what they were paying, if they would surrender it, as well as I now recollect.

Question by court. Had Messrs. Bray & Bailey a lease on the building for any term of years? or could you, if you had thought proper, have taken it from them at the end of one year, or at any time?

Answer. I could; they had no lease. I had to give them the notice the law requires.

Question by court. How long have you resided or been in business in this place? Have you, or not, good opportunities of knowing what are the fair or usual rents of commodious warehouses? If so, since the year 1834, what would have been a proper rent, say for a commodious three-story warehouse, situated sufficiently contiguous to the steamboat landing for the convenient reception and delivery of goods?

Answer. I have been here in business since March, 1824. I have had opportunities to know the rents of warehouses. I have been out of business for four years. I own buildings and warehouses. I considered the rent of my building I have spoken of not very low or very high—about a medium rent.

Question by court. Are you acquainted with the brick warehouse at the corner of Second and Laurel streets, where the military stores have been, and are, kept? If so, state what would have been a fair, or what has been the usual, rent for a like building, equally convenient for storage, throwing the cellars out of the estimate, for the last four years.

Answer. I know the house; but I never was inside of it, that I remember of. I am hardly prepared to answer; but, I should suppose, from \$600 to \$1,000.

Question by Colonel Brant. Could you have rented your building spoken of, at any time between the date it was erected and the spring of 1837, for more than \$750 per annum?

Answer. I think not; I do not know that I could.

Question by Lieutenant Colonel Brant. Do you know the wooden building used as a storehouse by Collier & Petties, situated on Church street, near the post office? If so, state whether you consider it worth as much per annum as the house rented by you to Bray & Bailey.

Answer. I know the building, and do not think it worth as much, as it is a one-story wooden building. I should think there was \$300 difference of rent. I should think it high at \$450 per annum.

WILLIAM HEMPSTEAD, duly sworn as a witness, answers:

Question by court. Did you, in 1837, own or occupy a large frame warehouse on Second street, in this city? and, if so, will you please describe its size and capacity and local advantages?

Answer. We owned it. It is (I think) about twenty-two feet wide, by ninety feet deep. It is advantageously situated for business, about one hundred yards from the post office, and between Walnut and Chesnut streets. It has a shingle roof.

Question by court. Do you recollect of being spoken to by any person about hiring this building as a warehouse for the United States, at any time within the last year, or winter of 1837; and the terms upon which it was offered by you per annum? If so, please say by whom, at what time, and the price.

Answer. I recollect that, in 1837, Captain Crosman applied to me to know if I knew of any house that could be hired for the United States. I did not know of any one at that time; but told him we might possibly rent him this one. But we came to the conclusion that we could not well spare it. If we could have rented it, we should have done so for between \$350 and \$400.

D. D. PAGE, duly sworn as a witness, answers:

Question by court. Are you the agent for the owner, or have you the charge and renting of the brick storehouse, including its cellar, adjoining and west of the Union hotel?

Answer. Yes.

Question by court. Was, or not, this store or warehouse and cellar for rent in the winter of 1837 or spring of 1838, and at what rate per annum? Please describe the premises as to size, capacity, and local advantages; how it is now occupied; and say at what rate it now rents per year.

Answer. It was rented, at that time, at \$500 per annum. It is one room (on the street) of eighty feet by forty feet; the cellar somewhat larger. The cellar is a good dry cellar; would do as a store-room for pork, salt, and things that would not injure by damp. The room above is a very good room, with only one door about four and a half feet, not very well calculated for large packages. Hogsheads are hardly ever more than four feet. It is convenient to the steamboat landing—about two squares off. It is now occupied as a store—as a wholesale grocery establishment. I do not know that I have been in it since its present occupant has been there.

Question by court. When did Captain Crosman rent and occupy your warehouse on Walnut street for the United States? How long did he thus occupy it? At what rate per annum was it thus rented to him? And when or under what circumstances was it, or part of it, abandoned by the United States? Please state all the particulars, as far as you recollect them.

Answer. It was rented about nine months or a year at \$750 per annum. Part of it was abandoned about three months ago—for what purpose I know not; Major Brant wrote to me saying that he had no further use for half of it. It was divided in two parts, each having two large doors. Only one story.

Question by court. Do you know of any warehouse in this city larger, or that will contain more goods, than your warehouse on Walnut street; or that has more advantages in receiving and discharging goods of any kind?

Answer. I believe it is the largest and most convenient in town, being all on one floor; and four large doors, six feet each, from which they can discharge all at once; that is, speaking of one story buildings. There may be stores that will contain more, in lofts and all; but none more convenient.

Question by court. Are there, or not, any peculiar advantages in the fixtures or machinery in the brick store or warehouse adjoining the Union hotel, for lowering down and raising goods into the cellar? If so, please describe them; and, also, say whether this building is or not nearer to the river landing than the brick warehouse at the corner of Second and Laurel streets.

Answer. There is a hoisting apparatus for hoisting things into the cellar; that is, a wheel and pinion fixed on a crane, which creates a purchase. It is a few feet (may be a hundred) nearer than the other building; the drayage the same, as well as to any part of Second, Third, or Fourth streets.

Question by court. Do you, or not, own several buildings in this city, occupied as stores and warehouses? and are you acquainted with the customary rents for such buildings in different parts of the city? How long have you lived here?

Answer. I have lived here eighteen years. I own several such buildings as are referred to, and am pretty much acquainted with the rates of rent.

Question by court. Do you know the brick building, and the adjoining frame warehouse, situated at the corner of Second and Laurel streets; and, also, the brick store on Chesnut street, between Front and Main streets, belonging to Mr. J. H. Gay; and the frame building on Second street, between Market and Chesnut, recently owned and occupied by Hempstead & Beebe? If so, how would the two first buildings compare, as to rent, with the two latter?

Answer. I know them, except the last one. I should think that Gay's building on Chesnut, and the brick, corner of Second and Laurel streets, should rent about the same for storage. Their size is about the same; the second is probably about twenty feet by sixty-five feet, and two stories high, and a large loft. Gay's is about thirty feet by fifty feet, and three stories, and a considerable loft—probably as good as the other.

Question by Colonel Brant. When was your warehouse (Walnut street) built and ready for being occupied?

Answer. Finished about March, 1838.

The court adjourned to meet to-morrow at 10 o'clock.

FRIDAY, JANUARY 4, 1839.

The court met pursuant to adjournment.

Present: All the members.

Captain Crosman offered to testify relative to the partnership interest of Colonel Brant with the firm of Hill & McGunnegle.

Colonel Brant presented the following note:

Lieutenant Colonel Brant objects to Captain Crosman giving testimony on any allegation preferred by him, unless in explanation of what he has previously stated on his examination in chief, or on his cross-examination. He also objects, further, to his testifying on the subject of a copartnership between Lieutenant Colonel Brant and McGunnegle & Way; Hill, McGunnegle, & Way; or Hill & McGunnegle; inasmuch as he (Captain Crosman) well knew the rule of this court, that no witness, who had not been examined, should be present at the examination of another, who was giving tes-

timony on a point similar to that on which he would be called upon to give evidence.

The court decided that the court does not sustain the first objection urged by Lieutenant Colonel Brant, inasmuch as the testimony proposed to be given by Captain Crosman is on a subject which had not been taken up for investigation by the court when Captain Crosman delivered his former testimony. That testimony was confined to matter entirely different from that upon which Captain Crosman's testimony is proposed to be given. Any witness who has testified before a court-martial, in reference to a specific charge, may be recalled to testify in chief, and may be cross examined in relation to new matter. Nor does the court sustain the second objection. It is true that, as a general rule, "witnesses at courts-martial are examined separately, and no witness is permitted to be present during the examination of another." It is a mistake, however, to suppose that this has heretofore been done by this court, in pursuance of a rule originating with it. It is a principle laid down in military law, which governs this, as well as all other military courts, in reference to witnesses who are known to the court as such previous to the subjects of investigation upon which they are to testify being taken up by the court. But it is expressly laid down, that, "should any circumstance render requisite the evidence of a spectator, or a member of the court, there is no objection to his being examined as a witness, although he has been present during the whole of the preceding part of the trial."

Captain CROSMAN, United States army, a witness, again called into court, says :

In 1834 or 1835, the house of Hill & McGunnegele; Hill, McGunnegele, & Way; or McGunnegele & Way, (as this house has been known under these several names at different periods,) had a contract for furnishing subsistence stores at Jefferson barracks. They have been frequently public contractors for furnishing army supplies. Some of these articles offered for delivery to the assistant commissary of subsistence, at the time first referred to, (I believe it was pork, principally,) were objected to by the commissary. Lieutenant Colonel Brant, on that occasion, exhibited to me what I considered an unusual interest in the matter, in several conversations which I had with him; always displaying a wish that the articles should be received by the Government. His language and manner were so marked on this occasion as to draw from me and other officers (including the assistant commissary) frequent declarations of the opinion that he was a partner in the house. I had known George K. McGunnegele while a clerk in Colonel Brant's office. I knew that, when he went into business as commission merchant, taking the place of his deceased brother in the firm of Hill & McGunnegele, the firm occupied a part of a building which belonged to Lieutenant Colonel Brant; part of the same building being occupied by Colonel Brant as a quartermaster's store and quartermaster's office for several years; and, from the appearance of goods in the building, public and private, I inferred that there was an interest of copartnership between them. Many years ago I mentioned the subject to Lieutenant Colonel Brant, that such an impression existed in the public mind, or in the minds of individuals. He did not, at that time, positively deny it; but left the impression on my mind that it was not the case. He said, however, that if he chose to do so, he had a right, as it was against no law.

NOTE.—Here testimony delivered by this witness was stricken out, in consequence of the following objections and decision of the court thereupon:

Colonel Brant presented the following note:

"Lieutenant Colonel Brant respectfully submits to the court, that all that portion of Captain Crosman's statement which relates to the contract made with the captain of the steamboat Chieftain, and the letter addressed by Captain (now Lieutenant Colonel) Brant to Captain Shalcross, should either be excluded from the record, or else made the subject of a specific allegation; inasmuch as there is no specific allegation which covers it, and the statements are therefore irrelevant, going to impute fraudulent conduct, or an attempt at fraud, to him, in his official capacity, without affording him any mode of refuting the imputation, which is vague in its character, and calculated, by innuendo, to assail his reputation."

The court decided that, "legally, the testimony is admissible in support of the allegation of a copartnership between Lieutenant Colonel Brant and a certain commercial house or houses in this place, for which it was avowedly introduced by Captain Crosman. Yet, as the evidence in question can have very little weight in the matter in issue, while it conveys an imputation against Lieutenant Colonel Brant, the court, on that ground, directs that so much of Captain Crosman's testimony as relates to a certain contract with one Shalcross, master of the steamboat Chieftain, be stricken out."

Colonel Brant presented the following note:

Lieutenant Colonel Brant here formally withdraws all objection on his part to Captain Crosman's preferring further allegations against him of official misconduct; and is willing that they shall be made, without regard to place, or limitation as to time: he only desires that, when made, they shall be in writing.

The court adjourned to meet to-morrow at 10 o'clock.

SATURDAY, JANUARY 5, 1839.

The court met pursuant to adjournment.

Present: All the members.

A member of the court submitted to the court for its decision this question, viz: Whether a member of the court has a right to have entered upon its record his dissent, with his reasons therefor, from a decision of the court upon a point requiring its action; provided that decision does not involve an opinion in relation to the charges or accusations committed to it for investigation?

The court decided the question submitted in the *negative*.

Captain Crosman presented the following letter:

ST. LOUIS, January 5, 1839.

SIR: In my testimony before the court, in an early part of its session, I referred to a transaction of Lieutenant Colonel Brant's, in connexion with a contract made by him for the transportation of a detachment of troops from Jefferson barracks to the Walnut hills, or mouth of Yazoo river, in 1830. I thought it a matter which ought to be investigated by this court; and I considered that it was brought before the court in form. I had mentioned it in my testimony.

Some days afterwards, on the 7th of December, in connexion with my remarks, which were placed on the record, a verbal explanation passed between the court and myself, in which I inquired whether the court considered that *that* matter had been presented to their notice? The court replied in the affirmative. It now appears that the court did not understand me. I make this explanation that the court may perceive that I have held no charges in reserve.

This transaction was one which appeared to me, and other officers, to affect materially Lieutenant Colonel Brant's reputation as an officer; and I am now prepared to detail the circumstances in evidence.

Very respectfully, your obedient servant,

G. H. CROSMAN,

Captain 6th infantry and Assistant Quartermaster.

Lieut. J. F. LEE,

Recorder, &c., Court of Inquiry.

Colonel Brant presented the following note :

Lieutenant Colonel Brant respectfully inquires of the court whether it is to be understood that the allegation made against him by Captain Crosman, this morning, of official misconduct, in relation to a contract made for the transportation of troops, in 1830, from Jefferson barracks to the Yazoo, or Walnut hills, is intended as a charge of fraud, or attempt at fraud, by Captain (now Lieutenant Colonel) Brant upon the Government or the officers of the United States army in command of those troops, in relation to the contract spoken of, or the arrangements made by him?

The court replied, that "the court conceive that it is not bound to decide whether the allegations in question amount to an accusation of fraud or not, because the matters set forth in them might, if proven, amount to an offence of a less degree than fraud. The court cannot, therefore, *now* express any decision characterizing the nature of the allegations in any other terms than are set forth in the allegations themselves."

Captain CROSMAN, a witness, again called into court, says :

In the fall of 1830, a detachment of the 3d infantry was ordered from Jefferson barracks to the Walnut hills, near the mouth of the Yazoo river, which I accompanied as assistant quartermaster. The contract for the transportation of the troops was made by Lieutenant Colonel Brant. The contract specified that the captain of the boat—

Colonel Brant presented the following note :

Lieutenant Colonel Brant objects to verbal testimony being given of the contents of a written contract, when that contract may be produced.

The court sustained the objection; and decided that the witness may *speak* of the existence and date of the contract, but not of its contents.

Colonel Brant offered to the court a paper, which he stated to be a duplicate original of the contract.

The court received the paper, with the understanding that it must be proved legally; and directed it to be copied on the record, as follows, and the original to be returned to Colonel Brant :

Articles of agreement made and concluded, at St. Louis, Missouri, this 23d day of November, 1830, by and between Captain J. B. Brant, assistant quartermaster United States army, of the first part, and S. Shalcross, master of the steamboat "Chieftain," now lying in the port of St. Louis, of the second part, witnesseth :

1st. That the said S. Shalcross, of the second part, for and in consideration of the covenants and agreements hereinafter stipulated, promises and agrees, by these presents, to proceed with the said steamboat to the nearest practicable landing at Jefferson barracks, on the 25th of the present month, and there receive on board six commissioned officers, one citizen surgeon, and two companies of the 3d United States infantry, (including the authorized number of servants and laundresses,) together with their arms and accoutrements, clothing, camp equipage, and subsistence for sixty days, (provided, however, that the whole of the baggage and subsistence stores shall not exceed fifteen tons,) and proceed with the same, without unnecessary delay, to a convenient landing-place at or near the mouth of the Yazoo river, in the State of Mississippi; the commissioned officers and attending surgeon to have a comfortable cabin passage, and the remainder of the command such accommodations as are usually accorded to *deck* passengers.

2d. And the said J. B. Brant, of the first part, promises and agrees, for and in behalf of the United States, to pay to the said S. Shalcross, or his assigns, as a full compensation for the performance of the above service, the sum of \$600, on his or their producing the certificate of the commanding officer of the detachment, setting forth the due performance of the service stipulated in the first part of this agreement.

In testimony whereof, the parties have hereto affixed their hands and seals, the day and year first above written.

J. B. BRANT, [L. s.]
Assistant Quartermaster.
S. SHALCROSS. [L. s.]

Witnesses—WM. HILL,
JOHN HAVERTY.

Certificate endorsed

CAMP ABOVE VICKSBURG, December 14, 1830.

I certify that Captain Shalcross, master of the steamboat "Chieftain," has landed at this place the detachment under my command, agreeably to the terms stipulated in the within contract.

H. LEWIS,
Captain 3d Infantry, commanding detachment.

JOHN HAVERTY, a witness duly sworn, answers:

Question by court. Will you examine the paper now shown to you, and say if you saw the signatures and seals thereto, by J. B. Brant, assistant quartermaster, and S. Shalcross, affixed by themselves, and with their own hands? and is the signature thereto of your name as a witness to said paper your own writing, done with your own hand?

Answer. That is my signature as a witness, with my own hand. I witnessed only Shalcross's signature. I know Colonel Brant's handwriting, and believe that to be his own signature. I drew up the contract.

Captain CROSMAN, a witness, in continuation :

The contract specified that the captain of the boat should receive \$600 for the transportation of the troops, officers, stores, &c. At the time the order was issued for this detachment to move, Captain Lewis, 3d infantry, who had been designated to command, and the other officers of the command, requested me to call upon Lieutenant Colonel Brant, and have an arrangement made with the captain of the boat, by which the officers should not be subjected to pay as high a price for their board in the cabin, and for their private servants, as had been usually the case on similar expeditions; they expressing a perfect willingness, through me, to Lieutenant Colonel Brant, to pay the amount of their rations, which was 80 cents a day. I accordingly called on Lieutenant Colonel Brant, and requested him to make this arrangement with the captain of the boat. On our way down the river, a letter was obtained by Captain Loring, one of the officers of the command, from the clerk of the boat—

Colonel Brant stated that the letter referred to was copied on his official letter-book, and that he will produce this copy, if required; that he has no objection to the witness stating the contents of the letter.

Captain CROSMAN continues :

This letter was signed by J. B. Brant, addressed to S. S. Shalcross, (or S. Shalcross,) master of the steamboat Chieftain, dated Assistant Quartermaster's Office, (I think the heading was official,) St. Louis, November, 1830," (I am not positive as to the date.) The substance of this letter was this :

"When you shall have delivered the troops according to the contract, return to me the certificate of the commanding officer to that effect, together with the statement of the amount of money which you may receive from officers, and so forth, in order that I may deduct it from the \$600, and carry the balance to your credit on the books of Hill & McGunegle." This is the substance, if not the very language, of the letter. I have cause to remember it distinctly.

The letter was shown by Captain Loring to the officers in the cabin, and we called upon the captain of the boat to explain it. He produced his copy of the contract, and Captain Lewis produced his, and compared them; they agreed in every particular. But this did not explain to the satisfaction of the officers the letter just spoken of. We thought it was singular that the officers should pay a part of the public transportation of troops, as appeared to be intended by this letter. We had been seventeen days on the passage from Jefferson barracks, crowded full of passengers, with two heavy keel-boats, loaded with lead and shot, in tow; and, by a calculation, (there being, in all, ten or eleven of us belonging to the detachment in the cabin, including my clerk, the sutler's clerk, and a citizen physician, all of whom had been provided for in the arrangements made by me with Colonel Brant,) it appeared that in the 80 cents per day which each of us had agreed to pay for our board in the cabin, together with the customary charge for servants, we should pay a considerable portion of the \$600 if this money were deducted from it. The captain of the boat, after considerable consultation, said he had no claims upon us, inasmuch as, by his contract, he was entitled to and would receive \$600; and that if we paid him as had been agreed on, it appeared it would be deducted from the \$600, and would not, therefore, increase the amount he would receive. We offered, nevertheless, to pay him on one condition: that he would receipt to us for the money, and assure us that

it was for his own private emolument, unconnected with the contract. He refused to receive the money, for the reasons already stated; and under the impression of all of us that the subject needed explanation, that money never was paid—at least so far as I am concerned, and know, and believe.

Captain Lewis ordered me to take a copy of the letter, with a view to an explanation hereafter; and, at a meeting of all the officers a day or two after we landed, Captain Lewis was desired by them to write a letter to Col. Brant, in their behalf, explaining the circumstances I have just detailed, and informing Col. Brant, at the same time, that we had no wish to avoid paying any just claim for our board on the transport, but that we objected to it for the reasons here given; but were willing to pay over the whole amount for our board, agreeably to our agreement, to any officer he would designate to receive it. On my return to this post, in February of 1832, Lieutenant Colonel Brant was almost the first person I saw; and, as I had previously defended his conduct, on board the steamboat, in relation to the matter here stated, I felt anxious to apprise him of what had taken place on that occasion, and did so accordingly; feeling confident that there was some mistake in the matter that he could rectify, and which would place it in a different light from that which it bore to the minds of all the officers of the detachment and all the gentlemen in the cabin at the time. After some conversation with Colonel Brant on the subject, in which I detailed to him particularly all the facts of the case, he remarked that it was all right in reality, but that his clerk, Mr. Haverty, had omitted to insert in those copies of the contract which had been furnished to us that the board of the officers should be deducted. I objected, at the time, to the practice of making officers pay in the cabin, although I was aware that such a practice had obtained here before; having been myself more than once a sufferer in consequence of it. He maintained the correctness of the practice, on the principles of justice to the Government. I think in the winter of 1834 or 1835 I ascertained that no such clause was inserted in the original contract on which the money was paid, and, of course, after all conversation and correspondence among officers on this subject, (it having been a matter of frequent discussion at Fort Jesup, Camp Sabine, and in Florida, among officers in the army,) the transaction left a very unfavorable impression on my mind.

On the subject of the copartnership, or supposed interest of Colonel Brant, I think it proper to say further, inasmuch as it has had an influence on my mind inducing the belief of that fact, that, having been stationed in this neighborhood since 1827, with short intervals of absence, I have known, at various periods during that time, and including nearly the whole of the time from that date, that buildings and offices hired for the public use had been rented of G. K. McGunnege, or some of his partners in the firms to which he has belonged, or from some of the firms, when these buildings and offices were notoriously the property of Lieutenant Colonel Brant; that vouchers have been taken in their names, or in the names of some of them, for such rents; and that ever since about the winter of 1827, or spring of 1828, (when, if I remember aright, the building now occupied by McGunnege & Way was erected,) such has been the practice, on this subject, of Lieutenant Colonel Brant, and such continued to be his practice up to March 31, 1838.

Colonel Brant presented the following note:

Lieutenant Colonel Brant suggests that all verbal statements respecting vouchers are illegal, unless such vouchers are lost or cannot be produced;

if such vouchers are in possession of the accused, the court can direct him to furnish them; and if he refuse so to do, then parol evidence of their contents will be proper.

The court decided that they do not sustain the objection; for the reason, that the witness has no further spoken of the vouchers than very generally to characterize their nature.

Colonel Brant presented the following letter, &c., which the court directed to be placed on the record:

OFFICE QUARTERMASTER'S DEPARTMENT,
St. Louis, January 5, 1839.

SIR: I herewith submit an abstract, sustained by duplicates of vouchers from the files of this office, for the inspection of the court, in order to show the different rates of rent charged to, and paid by, the United States for the buildings situated on the corner of Laurel and Second streets, in this city, and used as public storehouses from the 1st of January, 1834, to the 30th of September, 1837, the time I closed my accounts preparatory to my departure for Florida.

With great respect, I am, sir, your obedient servant,

J. B. BRANT,

Deputy Quartermaster General.

Lieut. J. F. LEE,

Judge Advocate and Recorder of Court of Inquiry.

The abstract submitted, with the original letter appended to it, are in appendix, (No. 33,) and, by order of the court, the original vouchers which accompanied the abstract were returned to Colonel Brant; and he was informed that the court have now no occasion for them.

Captain CROSMAN, a witness, in continuation:

Question by court. Will you examine the schedule of vouchers now shown to you, and say whether any of the vouchers alluded to by you are included therein? and if so, which are they?

Answer. I cannot say. I believe so. I have seen one or two.

The witness here requested to withdraw a part of his testimony, for these reasons: that it would save time and trouble to the court, and might be considered irrelevant.

Colonel Brant objected, as follows:

Lieutenant Colonel Brant submits to the court, that, though it is the undoubted right of a witness to explain his testimony, or correct any statement which he has satisfied himself he made erroneously; yet, he respectfully contends that no statements made by the witness, which he admits to be correct, can be withdrawn by him. He is bound to tell the whole truth; and when he has once made a statement, the correctness of which he does not controvert, nor in which he does not pretend there is any error, the accused is entitled to the full benefit thereof; and it would be depriving him of his legal rights to permit the witness to withdraw such evidence or statements.

The court sustained this objection.

Captain CROSMAN, a witness :

Question by court. Will you examine the vouchers now shown to you, and say whether any of them, and, if any, which of them, covers any of the charges alluded to by you, for rents of any kind ?

Answer. The vouchers I now hold in my hand, eleven in number, contain similar charges to those last alluded to in my testimony, for office-rent and storing Indian supplies.

The following vouchers, shown to Captain Crosman, were ordered to be copied on the record. These vouchers were placed in possession of the court by Colonel Brant ; the originals are returned to him.

THE UNITED STATES

To William Hill, Dr.

1835. For rent of one room, occupied as quartermaster's office, at St. Louis, Missouri, by Major J. B. Brant, quartermaster, from the 1st of January, 1835, to 31st of March, 1835, three months, at \$10 per month - - - - - \$30

I certify, on honor, that the above account is correct ; that I occupied the room therein charged for during the time and for the purpose stated ; and that I was on duty, and stationed at St. Louis, Missouri, during that period.

J. B. BRANT, Quartermaster.

I certify that there were no public buildings at St. Louis, Missouri, in charge of the quartermaster's department during the period embraced in the foregoing account ; and that the price charged is not higher than is usually paid for suitable quarters conveniently situated.

J. B. BRANT, Quartermaster.

Received, St. Louis, March 31, 1835, of Major J. B. Brant, quartermaster United States army, thirty dollars, in full of the above account.

\$30

(Duplicated.)

WILLIAM HILL.

THE UNITED STATES

To William Hill, Dr.

1835. For rent of one room, occupied as an office for quartermaster's department, by Major J. B. Brant, quartermaster, from 1st April, 1835, to 30th June, 1835, three months, at \$10 per month \$30

I certify, on honor, that the above account is correct ; that I occupied the room therein charged for during the time and for the purpose stated ; and that I was on duty, and stationed at St. Louis, during the above period.

J. B. BRANT, Quartermaster.

I certify that there were no public buildings at St. Louis, Missouri, in charge of the quartermaster's department, during the period embraced in the foregoing account ; and that the price charged is not higher than is usually paid for a suitable room conveniently situated.

J. B. BRANT, Quartermaster.

Received, St. Louis, June 30, 1835, of Major J. B. Brant, quartermaster United States army, thirty dollars, in full of this account.

\$30 (Duplicated.)

WILLIAM HILL.

THE UNITED STATES

To William Hill, Dr.

1835. For rent of one room, occupied as an office for the quartermaster's department, by Major J. B. Brant, quartermaster, from 1st July, 1835, to 30th September, 1835, three months, at \$10 per month - - - - - \$30

I certify, on honor, that the above account is correct; that I occupied the room therein charged for during the time and for the purpose stated; and that I was on duty, and stationed at St. Louis, during the above period.

J. B. BRANT, *Quartermaster.*

I certify that there were no public buildings at St. Louis in charge of the quartermaster's department during the period embraced in the foregoing account; and that the price charged is not higher than is usually paid for suitable quarters conveniently situated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, September 30, 1835, of Major J. B. Brant, quartermaster United States army, thirty dollars, in full of the above account.

\$30 (Duplicated.)

WILLIAM HILL.

THE UNITED STATES

To William Hill, Dr.

1835. For rent of one room, occupied as an office by Major J. B. Brant, quartermaster, from 1st October, 1835, to 31st December, 1835, three months, at \$10 per month - - - - - \$30

I certify, on honor, that the above account is correct; that I occupied the room therein charged for during the time and for the purpose stated; and that I was on duty, and stationed at St. Louis, during the above period.

J. B. BRANT, *Quartermaster.*

I certify that there were no public buildings at St. Louis in charge of the quartermaster's department, during the period embraced in the foregoing account; and that the price charged is not higher than is usually paid for suitable rooms conveniently situated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, December 31, 1835, of Major J. B. Brant, quartermaster United States army, thirty dollars, in full of the above account.

\$30 (Duplicated.)

WILLIAM HILL.

THE UNITED STATES

To William Hill, Dr.

1836. For rent of one room, occupied as an office for quartermaster's department, by Major J. B. Brant, quartermaster, from 1st January, 1836, to 31st March, 1836, three months, at \$10 per month - - - - - \$30

I certify, on honor, that the above account is correct; that I occupied the room therein charged for during the time and for the purpose stated; and that I was on duty, and stationed at St. Louis, during the above time.

J. B. BRANT, *Quartermaster.*

I certify that there were no public buildings at St. Louis in charge of the quartermaster's department, during the period embraced in the foregoing account; and that the price charged is not higher than is usually paid for suitable quarters conveniently situated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, March 31, 1836, of Major J. B. Brant, quartermaster United States army, thirty dollars, in full of the above account.

\$30

(Duplicated.)

WILLIAM HILL.

THE UNITED STATES

To George K. McGunnege, Dr.

1836. For rent of one room, occupied as an office for the quartermaster's department, by Major J. B. Brant, quartermaster, from 1st April, 1836, to 31st May, 1836, two months, at \$10 per month \$20

I certify, on honor, that the above account is correct; that I occupied the room therein charged for during the time and for the purpose stated; and that I was on duty, and stationed at St. Louis, during the above period.

J. B. BRANT, *Quartermaster.*

I certify that there were no public buildings at St. Louis in charge of the quartermaster's department, during the period embraced in the foregoing account; and that the price charged is not higher than is usually paid for suitable quarters conveniently situated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, June 1, 1836, of Major J. B. Brant, quartermaster United States army, twenty dollars, in full of the above account.

\$20

(Duplicated.)

G. K. MCGUNNEGLE.

THE UNITED STATES

To George K. McGunnege, Dr.

1836. For rent of one room, occupied as an office by Major J. B. Brant, quartermaster, from 1st July, 1836, to 30th September, 1836, three months, at \$10 per month - - - - - \$30

I certify, on honor, that the above account is correct ; that I occupied the room therein charged for during the time and for the purpose stated ; and that I was on duty, and stationed at St. Louis, during the above period.

J. B. BRANT, *Quartermaster.*

I certify that there were no public buildings at St. Louis, Missouri, in charge of the quartermaster's department during the period embraced in the foregoing account ; and that the price charged is not higher than is usually paid for suitable quarters conveniently situated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, September 30, 1836, of Major J. B. Brant, quartermaster United States army, thirty dollars, in full of the above account.

\$30

(Duplicated.)

G. K. McGUNNEGLE.

THE UNITED STATES

To Geo. K. McGunnegle, Dr.

1836. For rent of one room, occupied as an office by Major J. B. Brant, quartermaster, from 1st October, 1836, to 31st December, 1836, three months, at \$10 per month - - - \$30

I certify, on honor, that the above account is correct ; that I occupied the room therein charged for during the time and for the purpose stated ; and that I was on duty, and stationed at St. Louis, Missouri, during the above period.

J. B. BRANT, *Quartermaster.*

I certify that there were no public buildings at St. Louis, Missouri, in charge of the quartermaster's department during the period embraced in the foregoing account ; and that the price charged is not higher than is usually paid for suitable quarters conveniently situated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, December 31, 1836, of Major J. B. Brant, quartermaster United States army, thirty dollars, in full of the above account.

\$30

(Duplicated.)

G. K. McGUNNEGLE.

THE UNITED STATES

To Geo. K. McGunnegle, Dr.

1837. For rent of one room, occupied as an office by Major J. B. Brant, from 1st January, 1837, to 31st March, 1837, three months, at \$10 per month - - - \$30

I certify, on honor, that the above account is correct ; that I occupied the room therein charged for during the time and for the purpose stated ; and that I was on duty, and stationed at St. Louis, during the above period.

J. B. BRANT, *Quartermaster.*

I certify that there were no public buildings at St. Louis in charge of the quartermaster's department during the period embraced in the foregoing account; and that the price charged is not higher than is usually paid for suitable quarters conveniently situated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, March 31, 1837, of Major J. B. Brant, quartermaster United States army, thirty dollars, in full of the above account.

\$30

(Duplicated.)

G. K. McGUNNEGLE.

THE UNITED STATES

To Geo. K. McGunnegle, Dr.

1837, March. For storage of 192 packages and articles, consisting of 40 boxes, 12 bundles, 100 ploughs, 20 spinning wheels, and 20 looms, for Pottawatomie Indians, from 1st January to 31st March, 1837, three months, at $6\frac{1}{2}$ cents per package per month - \$36

I certify that the services above charged for have been duly rendered as stated, and that the account is correct and just.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, March 31, 1837, of Major J. B. Brant, military disbursing agent Indian Department, thirty-six dollars, in full of the above account.

\$36

(Signed duplicates.)

G. K. McGUNNEGLE.

THE UNITED STATES

To Geo. K. McGunnegle, Dr.

1837, April. For storage of 192 packages and articles, consisting of 100 ploughs, 40 boxes, 12 bundles, 20 spinning-wheels, and 20 looms, for Pottawatomie Indians, for the month of April, at $6\frac{1}{2}$ cents each - \$12

I certify that the service above charged for was duly rendered, and that the account is correct and just.

J. B. BRANT, *Quartermaster,*
and Military Disbursing Agent Indian Department.

Received, St. Louis, April 30, 1837, of Major J. B. Brant, military disbursing agent Indian Department, twelve dollars, in full of the above account.

\$12

(Signed duplicates.)

G. K. McGUNNEGLE.

Captain CROSMAN, a witness, in continuation :

Question by Colonel Brant. Please state whether you do, or do not, intend to impute fraudulent conduct to Lieutenant Colonel Brant in relation to the transaction alluded to in your allegation of this morning.

The court decide that this question is improper, and cannot be answered ; for the reason, that the allegation referred to cannot be expounded by the witness. Its phraseology must indicate its meaning.

Question by Colonel Brant. You have stated that you considered the conduct of Captain (now Lieutenant Colonel) Brant in relation to the arrangement and contract made by him for the transportation of troops and officers on board the steamboat Chieftain, in 1830, as highly improper, suspicious, and requiring explanation. Please state in what you considered his conduct highly improper, suspicious, and requiring explanation, as regarded that matter.

Answer. I do not recollect of having used the words suspicious and improper, although they express my meaning. I did say the transaction appeared to me and others to need explanation. I consider that the letter written and signed by Colonel Brant, addressed to S. Shalcross, before alluded to in my testimony, particularly needs explanation ; and I also consider the assertion of Colonel Brant relative to the omission by the clerk as needing explanation ; as, however proper it may be for officers to pay their board on public transports, I cannot perceive how such a proviso can with propriety be inserted in a public contract for the transportation of troops, inasmuch as it is a private charge against the officers individually.

Question by Colonel Brant. What part of that letter required explanation, or in what contract is the proviso alluded to inserted ?

Answer. The whole of the letter. I have not said that the proviso was inserted in any contract. I said Colonel Brant informed me it was omitted to be inserted in the two copies furnished the captain of the boat and Captain Lewis. I will state, it did not appear in these copies, both of which I saw and examined. I inferred thereby, of course, that it was inserted in the one on which the contract was paid.

Question by Colonel Brant. You have said that the letter alluded to required explanation. Be pleased to state in what particulars it required explanation.

Answer. In this : Lieutenant Colonel Brant had made a contract, as before stated, (for a specific sum,) for a certain public service, therein set forth, which was to be paid upon the performance of the service. He had also, at my request, (as I was informed by Colonel Brant,) made an agreement with the captain of the boat, (the same person mentioned in the public contract,) that the officers and other gentlemen attached to the command should pay a specific sum per diem for their board in the cabin. By the letter in question, it appeared that the whole amount of money which should be received from the officers, clerks, &c., was to be deducted from this specific sum, and the balance carried to the credit of the captain, on the books of Hill & McGunnege. This is merely a repetition of my former testimony.

Question by Colonel Brant. Was it customary in 1830 and 1831 for officers to move on board transports with troops without paying a fixed rate per day for their board ? And in cases where it was not paid, would or would it not affect the certificate to their pay accounts during such period ?

Answer. Such was the custom at the time alluded to. With regard to the latter part of the question, it is a matter for the consciences of officers, upon which I can only give an opinion. I consider that custom of making officers pay, however, as it then and before did obtain here, decidedly wrong.

Question by Colonel Brant. You have spoken of Captain Lewis, of the 3d regiment of United States infantry, who commanded the detachment of United States troops sent from Jefferson barracks on board the steamboat Chieftain to the Walnut hills, as being requested by the officers accompanying that detachment to address a letter to Lieutenant Colonel Brant on the subject of the contract made by him with Captain Shalcross, and the letter which he addressed to Captain Shalcross relative to the sum per diem to be paid by those officers for board while in that boat : please state whether you are aware of Captain Lewis's ever writing to Captain (now Lieutenant Colonel) Brant, as requested.

Answer. Captain Lewis told me that he did, at the time, or about the time ; that he did, or it had been done. He said such a letter had been written. I inferred he wrote it. When the detachment left that country, and joined the head-quarters, no answer had been received : this was in the following spring. I might state, that I had seen Captain Lewis at Fort Jesup in the spring of 1836 ; (I think it was in March—March or April ;) he said he had never received an explanation upon that subject from Colonel Brant.

Question by Colonel Brant. Look at this letter, and state whether you believe it to be in the handwriting of Captain A. Lewis, or whether the signature to the same be his ?

Answer. I am acquainted with his handwriting. I believe this to be his signature.

The court directed the letter shown to the witness to be here recorded, and the original to be returned to Colonel Brant.

CAMP ABOVE VICKSBURG, December 14, 1830.

SIR : Herewith you will receive the copy of Captain Shalcross's contract, with my certificate of his having performed the services required of him.

The officers of the command declined paying the captain of the boat for their board, as it appeared by your letter of instructions to him that it was to be deducted from the amount of your contract.

They all agree, however, that when the thing is satisfactorily explained, and that if the amount of their board is to be paid to the Government, they will pay it over to some agent of the Government.

I have to request that you will write me on this subject.

Very respectfully, your obedient servant,

A. LEWIS,
Captain 3d Infantry.

Captain J. B. BRANT,
Assistant Quartermaster U. S. A.

The court adjourned to meet on Tuesday morning next at 10 o'clock.

TUESDAY, JANUARY 8, 1839.

The court met pursuant to adjournment.

Present : All the members.

Captain Crosman presented the following letter :

ST. LOUIS, *January 5, 1839.*

SIR: I perceive that my letter to the court of this day, speaking of the transaction therein brought to the notice of the court as one "which, in my opinion, and that of other officers, was considered materially to affect Colonel Brant's character as an officer," may be considered indefinite as to the degree of culpability thereby inferred.

I now state, that I meant to charge Lieutenant Colonel Brant with conduct improper and unbecoming an officer. The circumstances are specified and detailed in my testimony to-day.

I do not understand that a court of inquiry, investigating "transactions," requires accusations to be presented in the form of "charges and specifications," technically, as before a court-martial.

Very respectfully, your obedient servant,

G. H. CROSMAN,

Capt. 6th Infantry and Assist. Quartermaster.

Lieutenant J. F. LEE,

Recorder, &c.

Colonel Brant presented to the court a letter, [placed in appendix No. 34.] requesting to be furnished with copies of all letters written by the court, "for the purpose of procuring documentary testimony."

The court decided that "it was under no obligation to communicate to Colonel Brant the nature of any official documents it thought proper to send to Washington for. No testimony, either documentary or oral, will be brought before the court without every opportunity being afforded Colonel Brant to answer it. The court cannot furnish copies of its letters, as requested; but whatever documents may be received, and found relevant to the subject before it, will be made known to Colonel Brant before they are acted on."

Captain CROSMAN, a witness, in continuation:

Question by Colonel Brant. You have said, in your previous testimony, that you saw a letter, signed by Captain (now Lieutenant Colonel) Brant, addressed to the captain or clerk of the steamboat "Chieftain," directing whatever money was received from the officers to be deducted from the amount of the contract, and the balance placed to his credit on the books of Hill & McGunnegele. Are you quite clear that such were the instructions contained in the letter alluded to?

Answer. I stated that I saw a letter addressed to Captain Shalcross; the substance of which I have detailed, and, as near as I recollect, the very language of it. I have unusually good reasons for remembering the particulars referred to, and I believe they were such as I have represented.

Question by Colonel Brant. State in what part of the arrangements and contract, made by Captain (now Lieutenant Colonel) Brant for the transportation of officers and troops on board the steamboat Chieftain, you thought his conduct unbecoming an officer.

Answer. I think I have already detailed particularly to this court wherein I considered the conduct of Lieutenant Colonel Brant as unofficer-like, in reference to this transaction: I do not perceive in what I can be more explicit. I am willing to relate whatever I know, if the court will direct my attention.

Colonel Brant presented the following note :

Lieutenant Colonel Brant respectfully asks of the court that the witness may be more explicit in his answer to the question just put to him. In his letter to the court, the witness has said that he viewed the conduct of Lieutenant Colonel Brant, in relation to the contract and arrangement, as being improper and unofficerlike. There must surely be some basis upon which to rest this charge, other than the facts detailed. There must, in the contemplation of the witness, have been some evil intent on the part of the accused, so as to give a character of criminality to that which in itself does not, or did not, contravene any one of the articles of war, or any regulation of the service. If the acts themselves, which were done by Lieutenant Colonel Brant in making the contract and arrangement spoken of, did not violate any of these, and were not morally dishonest in appearance, his offence must consist in an evil intent; the *quo animo* would constitute his offence. This is what it is his desire to learn from the witness—what he thinks or thought him culpable in.

The court directed Captain Crosman to "state the particular points which involve the accusation of unofficerlike conduct against Colonel Brant."

Answer. 1st. Colonel Brant made a public contract in behalf of the United States with Captain Shalcross, for the transportation of troops and public stores, &c., in which a specific sum was agreed to be paid by him as agent of the United States.

2d. Colonel Brant, at my request, made a private arrangement or bargain with Captain Shalcross, for the board of officers attached to the command, in which a certain sum was agreed to be paid by them.

3d. Colonel Brant wrote a letter to said Shalcross, in which he directed him, amongst other things, to report to him the amount of money which he should receive from the officers, and so forth, in order that he (Colonel B.) might deduct that amount from the sum agreed on in the public contract, (\$600,) and carry the balance to the credit of Captain Shalcross on the books of Hill & McGunnegle: thus apparently intending to make the officers pay actually, from their private means, a part of a public contract; and also leaving the impression on the minds of some of the officers and gentlemen present at the time, that the intention might be even still worse. If Colonel Brant had furnished any one of the officers with a copy of the letter which had been written to Captain Shalcross, just referred to, or had explained verbally to either of them his instructions to the Captain, the transaction would not have appeared as it then did. But the first time I myself knew any thing of such an arrangement as is therein provided for, (and I believe all the other officers also,) was upon the occasion mentioned, when, near the end of the journey, Captain Loring found in possession of the clerk of the boat that letter. The intention, of course, of Lieutenant Colonel Brant, could only be inferred from the facts previously detailed in my testimony.

Question by Colonel Brant. You have stated that you defended Lieutenant Colonel Brant when on board the steamboat Chieftain, at the time alluded to: will you please to state whether you meant to say that you had defended his conduct in relation to the contract and arrangement spoken of; and, if so, say from what accusations, insinuations, or imputations, you defended him.

Answer. I defended him from imputations of fraud; from an attempt to defraud either the officers or the Government, either expressed in terms, or

strongly implied in the conversations of the officers. With one officer, in particular, I had an angry discussion on the subject. I was then on friendly terms with Colonel Brant, and I then thought favorably of him.

Question by Colonel Brant. Please name the officers to whom you have alluded as attributing improper motives to Lieutenant Colonel Brant, in relation to the contract and arrangements spoken of.

Answer. The commissioned officers of the army of the detachment were Captain Lewis, 3d infantry; Captain Loring, 3d infantry; Lieutenant Cotton, 3d infantry; Lieutenant Montgomery, 3d infantry; Lieutenant Stilwell, 3d infantry; Lieutenant Blanchard, 3d infantry; acting Assistant Surgeon Woolfolk, of this city; and myself. As near as I remember, the expression was general among these gentlemen; but Captain Loring was the most pointed, and used severer terms than any other.

Question by Colonel Brant. State whether you have not repeatedly, and in different parts of the country, viz: Fort Jesup, Camp Sabine, Jefferson barracks, Washington city, Florida, and other places, in presence of officers of the army, spoken of, and commented freely upon, the imputed official misconduct of Captain (now Lieutenant Colonel) Brant, relative to the contract for the transportation of troops on board the steamboat "Chieftain," in November, 1830, from Jefferson barracks to the Walnut hills? If so, name some of those who were present at the time at each of the above places.

Answer. I am not positive about Washington city; I do not recollect ever to have spoken of it there. It has, of course, been a subject of frequent remark, both by me and the other officers just mentioned, at various times and places; I think at all the places mentioned in the question, except Washington. Ever since the transaction occurred, I have freely spoken of it, and often, and in much the language I have used in detailing the circumstances to the court. I mentioned it to General Jesup in Florida. I recollect, also, that Captain Walker, 3d infantry, was present when Captain Lewis and myself talked of it at Fort Jesup; in 1836, at Jefferson barracks, probably to Captain Alexander and Captain McRee, and Lieutenant Johnson, now a citizen of Texas. I may have spoken of it in presence of a great many others. I have spoken of it at St. Louis—I believe to Major Hitchcock and Captain Kingsbury both—and I dare say to others.

Question by Colonel Brant. State whether, within the last four or five years, in conversing with officers of the army relative to the contract and arrangement made by Captain (now Lieutenant Colonel) Brant with the captain of the steamboat Chieftain in 1830, you have not insinuated, or intimated your belief or opinion, that, if the officers had settled for their board at the rate specified, the Government would not have derived any benefit therefrom, but that Captain (now Lieutenant Colonel) Brant would have been the gainer thereby?

Answer. I believe I have declared so since 1834 or 1835, since I became satisfied that no such clause was inserted in the contract upon which the money was paid; as I had previously been led naturally to infer from Lieutenant Colonel Brant himself, that it had been inserted. I may have expressed it; I know I thought it.

Question by Colonel Brant. How did you ascertain that there was no such clause in the contract alluded to, upon which the money was paid?

Answer. Through the means of a private correspondence. In talking of this matter with the officers of the detachment since 1830, we had concluded, inasmuch as no explanation had yet been given, that we would,

some of us, ascertain the truth of the matter; and, with that view, I sought the information, and obtained it, about the winter of 1834 or spring of 1835.

Question by Colonel Brant. Did you ascertain the fact through one of the clerks or any person connected with the Quartermaster General's office at Washington city?

The court decided that "this question is irrelevant to the subject of investigation, and need not be answered. The source from whence the witness derived his information cannot affect the facts set forth in the contract; which is proved before the court, and is the best evidence of its contents."

Question by Colonel Brant. State whether you have spoken to or corresponded, either officially or unofficially, on the subject of the imputations against Captain (now Lieutenant Colonel) Brant, growing out of his contract with S. Shalcross, with Major (now Colonel) Cross, while acting Quartermaster General, or with any of the clerks in the office of the Quartermaster General?

The court, with regard to this question, decided "that an answer to it, affirmatively or negatively, can in nowise affect the result of the matter at issue before it; while its tendency is to consume unnecessarily the time of the court. It is true, other questions equally unimportant have been permitted to be put; but the court thinks sufficient latitude has been given to such inquiries."

Question by Colonel Brant. Please state whether you have not repeatedly said, within the last two years, that your official character was pledged in the controversy with Major (now Lieutenant Colonel) Brant; and that you would prostrate him, or he must you; or words to that effect? and, if so, about what time, where, and to whom made?

Answer. I do not recollect on what occasion, nor to whom made; but I believe I have said, within the last year, that I considered my own official integrity involved in the truth or falsity of the reports which I had made against the official conduct of Lieutenant Colonel Brant. I have no recollection of having used such language as is expressed in the latter part of the question, nor do I believe I ever did.

Question by Colonel Brant. State whether you have not said, since the organization of this court of inquiry, "that you had driven a nail or spike, or forced the same, through the allegations or imputations against 'Brant,' and that you would clinch it; that you had proven much, and would prove more;" or words to that effect. If so, when, and in whose presence was the declaration made.

Answer. I have no recollection of having ever used such expressions as driving nails or spikes. I may have used this expression, and think it probable that I have: "that such testimony (alluding to particular testimony) seemed to me like clinching the nail;" or words to that effect. I dare say I have said I could bring more testimony, which is the fact; but to whom made, when, or where, or how, I have no recollection.

MR. HAVERTY, a witness, again called into court, answers as follows:

Question by court. Look at this book, and state whether the writing, purporting to be the copies of letters addressed to Captain A. Lewis, dated November 23, 1830, and January 5, 1831, and to Captain S. Shalcross, dated November 23, 1830, are in your handwriting; and, if so, whether you ever saw the originals, of which these purport to be copies; whether they were

signed by Captain (now Lieutenant Colonel) J. B. Brant; whether they are truly copied in this book; and whether they (the originals) were sent to Captain A. Lewis and Captain S. Shalcross, respectively, at the dates they indicate?

Answer. They are all in my handwriting, copied by me from the originals. I believe them to be true copies. The originals were signed "J. B. Brant, assistant quartermaster." The original letter to Captain Lewis, dated January 5, 1831, was sent to the post office, I am certain. The other two letters were sent to the steamboat, I think. This book is the official letter-book of the quartermaster's office—letter "C" of the series.

Question by court. During your period of service in the quartermaster's office at this place, do you know of any letter or communication being received by Lieutenant Colonel Brant from Captain Lewis, acknowledging the receipt of the letter of Lieutenant Colonel Brant to him of January 5, 1831?

Answer. I do not.

The court directed that these letters, referred to in the testimony of this witness, be copied upon the record of the court from the office book produced in the court.

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, November 23, 1830.

SIR: When the master of the steamboat "Chieftain" shall have complied with the terms of the enclosed contract, be pleased to affix thereto the evidence required by the second article, and return the same to this office as early as practicable; and also the like evidence on the triplicate in the hands of Captain Shalcross.

It has been agreed on between Captain Shalcross and myself that the officers, including the acting assistant surgeon, shall pay seventy cents each per day for board; that the sutler shall pay the same per day for his board, and ten dollars in addition for his passage; and that his stores shall be transported at the rate of fifty cents per hundred pounds. Wishing you a pleasant trip,

I am, sir, with much respect, your obedient servant,

J. B. BRANT,
Assistant Quartermaster.

Captain A. LEWIS,
3d Infantry, Jefferson Barracks.

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, November 23, 1830.

DEAR SIR: When you shall have discharged the troops and stores at their place of destination, be pleased to obtain the certificate of the commanding officer to the enclosed contract, setting forth the due performance of its stipulations, and enclose the same to this office, with a statement of the amount received by you from officers, &c.; this will enable me to close your accounts, and pay over the balance to Messrs. Hill & McGunnegle.

With respect, your obedient servant,

J. B. BRANT,
Assistant Quartermaster.

Captain S. SHALCROSS,
'Steamboat "Chieftain."

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, January 5, 1831.

SIR: In answer to your letter of the 14th December last, covering a contract for the transportation of troops by S. Shalcross, I have to state that, on concluding this agreement, the amount stipulated was embodied therein, without deducting the sum to be reimbursed to the Government for officers' board while on the passage, as this could not be exactly arrived at until after the performance of the trip; in consequence of which, the letter mentioned by you was addressed to the master of the boat, who was instructed to forward, with his contract, a statement of the amount so received, which would, of course, be deducted from the \$600, and appear on the face of his account for transportation, to be forwarded to the Treasury.

In my letter to you of the 23d of November, I stated the price agreed on for the officers' board, (70 cents per day; and let me observe that this arrangement was made at your suggestion.) Why should I have made this communication to you, were it not for the purpose of having the cost of their subsistence taken from the \$600?

I shall pay to S. Shalcross the entire sum his contract calls for, leaving the officers to make such arrangements as they may deem proper, in order that the certificates to their pay accounts may harmonize with this transaction.

I have never made a contract to cover the subsistence of officers while moving with troops; as well might it be furnished while discharging their ordinary duties at their regular stations. In cases *only* where extra expenses are supposed to be incurred, are extra allowances made; but in the present instance it falls short ten cents per day of the commutation allowed by Government to officers for subsistence.

Will you do me the favor to inform me (should the officers think fit to reimburse the amount of their board) to whom, and by whom, such reimbursements shall have been made, with their total amount?

With great respect, I am, sir, your most obedient servant,

J. B. BRANT,
Assistant Quartermaster.

Captain A. LEWIS,
3d Infantry, Vicksburg, Mississippi.

Captain CROSMAN, a witness, in continuation:

Question by court. Certain vouchers which you have referred to in your testimony, and which have been spread upon the record, purport to be for rents of an office for Lieutenant Colonel Brant, in his capacity as quartermaster. Please refer to those vouchers again, and state in what building the office was, and who was the owner, or reputed owner of it, during the period embraced in the several vouchers.

Answer. During the eleven months of 1836, embraced in four of these vouchers, I do not know where the office was; I left here in February. In January, and part of February, the office was in the basement of the house Colonel Brant lives in. He is the reputed owner.

For 1835, embraced in four vouchers, I believe the office was in the same place all the time I was here. I was absent some two or three months, on duty.

I was not here March 31, 1837. I do not know where the office was at that time.

I was not here at the time referred to in the vouchers for storage of Indian goods.

The court adjourned to meet to-morrow at 10 o'clock.

WEDNESDAY, JANUARY 9, 1839.

The court met pursuant to adjournment.

Present: Colonel Cutler, president; Major Graham, Lieutenant Lee.

In consequence of the absence and illness of Major Wharton, the court adjourned to meet to-morrow at 10 o'clock.

THURSDAY, JANUARY 10, 1839.

The court met pursuant to adjournment.

Present: All the members.

The judge advocate and recorder laid before the court the following deposition of Mr. Jesse Lindell, taken this morning in presence of the parties, and before the meeting of the court, in consequence of said Lindell's being about to leave the city this morning for New Orleans:

Deposition of JESSE LINDELL:

Question by recorder. Were you a director in the branch of the Bank of the United States formerly located in this city? and, if so, did, or not, the subject of Lieutenant Colonel Brant's interest in the house of Hill & McGunnegle ever come up before the board while you were a director?

Answer. I was a director in 1830, 1831, and 1832—out in 1833, and again director till the bank closed here. I do not know that the subject came up formally, but it was talked of by some members of the board.

Question by recorder. Will you please say how long you have been a resident of St. Louis; and whether, during any portion of that time, Lieut. Colonel Brant has had the general reputation among the merchants and others of being a secret partner, or of having an interest, in the house of Hill & McGunnegle?

Answer. I have been a resident of St. Louis since 1813. I have heard it frequently suggested that Colonel Brant was a partner of that house; but I do not know it, and have no means of knowing, except from general report.

Question by recorder. Is there any other circumstance within your knowledge, besides those mentioned by you, which induced a belief in your mind of the copartnership or interest alluded to? If so, state it.

Answer. There are no other circumstances except what I have mentioned in my previous answers; and the fact, that Colonel Brant was a frequent endorser of their paper.

Question by recorder. If the house of Hill & McGunnegle had failed at the time alluded to by you, and you had a claim against that house, would you, or not, have held Colonel Brant responsible for the debt?

Answer. I think I should have attempted it, under the impressions I then had and now have.

Question by Colonel Brant. Have you any knowledge, of yourself, of any transaction of Lieutenant Colonel Brant's in the way of general business, in which he acted as a partner of the firm of Hill & McGunnegle?

Answer. I have none.

Question by Colonel Brant. Did Lieutenant Colonel Brant ever say to you that he was a partner in that firm?

Answer. Never.

Question by Colonel Brant. The only fact within your knowledge, from which you inferred a partnership between Colonel Brant and said firm, is, that of his frequently endorsing their paper?

Answer. That is the only fact. I suppose reports are not called facts.

Sworn to before me, this 10th day of January, 1839.

J. F. LEE, *Judge Advocate.*

JOHN HAVERTY, a witness, in continuation :

Question by Colonel Brant. In your testimony before the court on the 4th instant, you stated that you draughted the contract between Captain (now Lieutenant Colonel) Brant and S. Shalcross, master of the steamboat "Chieftain," for the transportation of certain United States troops to the Walnut hills, on the lower Mississippi, in 1830: were you aware at that time of any arrangement having been made, whereby the officers of that command were to pay a per diem for their board while on their passage to the point above indicated? If so, state what that arrangement was; why made; how the per diem to be paid by the officers was to have been appropriated; and what bearing it was to have had on the final settlement of the boat's account, &c.; whether Captain (now Lieutenant Colonel) Brant was intended to have been benefited thereby.

Answer. I have stated that I did draught that contract. I was aware, at the time, that an arrangement was made for the officers to pay a per diem for their board. According to the construction given to the regulations in that day, the assistant quartermaster considered that the officers were not entitled to their board, but only to their transportation: hence an arrangement was made by the quartermaster, and, as I understood, at the request of the commanding officer of said troops, by which the officers were to pay for their board. This was arranged at 70 cents per day each. It was proposed by the quartermaster to Captain Shalcross, that he (Shalcross) should collect this amount himself; and that the amount of the contract should be so far diminished. Shalcross declined; he said he would perform the service for a stipulated sum—say, \$600; and that if the officers, on their arrival at their destination, chose to pay over to him the 70 cents a day, such amount would be deducted from the \$600 on the settlement of his accounts. He further stated to me, both on board the boat and in the office, that he did not feel inclined to leave himself at the mercy of the officers, on their arrival at Walnut hills, for the payment of their board. He much preferred to have a distinct sum imbodyed in the contract; and that any payment made on account of board could be afterwards deducted from that amount. In my conception of it, Captain Brant was, by no means, intended to be benefited by this arrangement.

I will further state, that, in consequence of this arrangement, letters, containing triplicates of the contract, were severally addressed to the commanding officer of the troops and the master of the steamboat; in which letters it was requested that the amount so collected should be stated or noted, for the subsequent settlement with the boat. Had this statement been rendered, the course observed would have been, to have deducted the amount received for the board, on the face of the account of the transporter, from the gross amount stipulated in the contract,

Question by Colonel Brant. Please state, if within your own knowledge, who were the agents for the steamboat Chieftain at this place, in the fall and winter of 1830 and 1831.

Answer. Hill & McGunagle.

Question by court. Will you state where the office of Lieutenant Colonel Brant was between the 1st of January, 1835, and the 31st of March, 1837? who was the owner, or reputed owner, of the building in which the office was? were you the clerk of Lieutenant Colonel Brant during that period?

Answer. On Washington avenue, between Third and Fourth streets. Major Brant was the owner, as I understood. It was in the lower part of his dwelling-house. I was the clerk of Colonel Brant during that period.

Question by court. You have said that it was the construction of the regulations, that officers on board transports were to have only their transportation, and not their board, paid by the Government: was it, under that construction, the custom of the quartermaster's department to provide for the payment of such private board of officers, by an article in a contract between that department and the owner or owners of transports?

Answer. It was not the custom to provide for the payment of their board by an article in the contract; nor by the amount in the contract to cover their board. And I will observe, that it would not have been done at that time, if the master of the boat could have been induced to come in to the other terms—that is, to charge only for the transportation, and to trust to the officers for the collection of their board.

Question by court. Do you know whether Lieutenant Colonel Brant, then the quartermaster, made any official representations to the Quartermaster General, or to the Paymaster General, of the fact that the officers refused to pay the per diem alluded to for their board, with the view of reclaiming this amount for the benefit of the United States? If so, what was the nature of those representations?

Answer. I have no recollection that any such representation was made.

Question by court. During the period Lieutenant Colonel Brant was acting military disbursing agent for the Indian Department at this place, was, or not, an additional room rented by him for an office for said department? If so, state where it was.

Answer. Yes: there were two rooms in the basement story. In one of these rooms I wrote, in the other the quartermaster usually wrote with another clerk; that clerk was employed for the Indian Department. The two rooms were used, and the clerks assisted each other; neither room nor clerk was exclusively appropriated to either department.

Question by court. How long have you been engaged as a clerk in the quartermaster's department at this place; and during the whole of that time, where, and in whose buildings, have the public offices of Lieutenant Colonel Brant, as quartermaster, and military disbursing agent for the Indian Department, been located? and where is the office kept now?

Answer. I have been continuously engaged here in the quartermaster's department since April, 1829, excepting the time I was with Major Brant in Florida. The office for the Indian Department, during the time Major Brant was disbursing agent, (viz: from the fall of 1834 to 31st of March, 1837, I think,) was kept in the house I have spoken of, between Third and Fourth streets. His office as quartermaster was kept in No. 29, in a house belonging to Pierre Choteau, corner of Laurel and Main streets. It was then removed to the rear of a stone building, said to belong to Major Brant,

on Front street. It continued in that building till 1831; from 1831 to 1837 in the building on Washington avenue, I have first alluded to. It is now kept on Washington avenue, in a building on the same lot. I believe these two last buildings belong to Colonel Brant. I cannot know positively without seeing deeds and documents.

Colonel Brant said to the court: "I admit that those buildings, and the lot they stand on, belong to me."

Question by court. During the whole of the time you have been employed as clerk in the quartermaster's department here, where, and in whose building, have the public stores of every kind, in charge of Lieutenant Colonel Brant, or for which he was required to furnish storage, been kept? and where are such stores now kept?

Answer. In 1829, 1830, 1831, 1832, and, I believe, 1833, the public stores were kept in a stone building on Water or Front street, in the upper apartments. These buildings I understood to belong to Colonel Brant.

Colonel Brant said to the court: "I admit that stone building was my property."

The witness, Mr. HAVERTY, continues:

They were removed from that stone building to a brick building, corner of Second and Laurel streets, of which brick building Major Brant was reputed the owner, where they are now kept—that is, the quartermaster's stores are now kept there. The military storekeeper's stores are now kept in Walnut street.

Question by court. At the time accounts were made out and paid for storage of Indian goods which were then stored in the brick building corner of Second and Laurel streets, viz: during the 1st and 2d quarters of 1837, was, or not, that building rented to the quartermaster's department for \$1,000 a year?

Answer. Yes.

Question by court. What merchants, if any, occupied the stone building of which you have spoken, on Water or Front street, in which the public stores were kept from 1829 to 1832 or 1833; and who occupies it now?

Answer. By Hill & McGunnegle, and their successors, Hill, McGunnegle & Way, and McGunnegle & Way. It is a double building; one was occupied entirely by them, and the lower or street floor of the other. The quartermaster's department, during the years I have mentioned, occupied the second and third stories and garret of this second building. Since the department moved out, those firms have occupied the whole of both buildings.

Question by court. You have stated that, with the exception of a period when the quartermaster's office was in a house owned by Mr. Choteau, it was in different buildings owned by Lieutenant Colonel Brant; please state, when accounts were made out for the rent of such office, during the period it was thus situated in Colonel Brant's houses, in whose names such accounts were made out. Did you, or not, make out the accounts?

Answer. I made out the accounts. A part of the time they were made in the name of William Hill, and a part of the time in the name of George K. McGunnegle.

Question by court. Whose corn was it that was stored in 1837, in the frame building adjoining the brick one at the corner of Second and Laurel

streets, then rented for the United States, for the use of the subsistence department? How much corn was there? Was it a large or small quantity?

Answer. The corn was public corn. I guess a thousand bushels.

Question by court. What did you do with the check handed to you by Major Hitchcock, military disbursing agent for the Indian Department, for the payment of an account for storage of Indian goods for the 2d quarter of 1837; the account for which, in the name of G. K. McGunnege, you presented to Major Hitchcock for payment?

Answer. I cannot exactly tell; nor whether it was made payable to order or bearer. As well as I recollect, I handed it to Major Brant.

Question by court. Why did you hand it to Colonel Brant? Did you receive it from him again? What was the amount of the check?

Answer. I think it was \$24. I am not certain whether it was a check or cash. I knew Colonel Brant and McGunnege had open accounts for stores furnished on account of the quartermaster's department. I handed it to Major Brant, supposing it would be arranged between them. I had no other reason.

Question by court. To whom were you told by Major Hitchcock to hand the money? Were you told by any one to give the money to Colonel Brant?

Answer. I have no recollection that Major Hitchcock said any thing to me about it; nor was I told by any one, that I recollect of. I was then doing duty as clerk for Major Hitchcock.

Question by court. If the accounts were made out in the name of George K. McGunnege, as you have stated, and the receipt signed by him, why did you not deliver the sum to him?

Answer. I have no other answer than that already given—that I knew Colonel Brant had open accounts with McGunnege.

Question by Colonel Brant. Where, and at what place, was it that Major Hitchcock gave you the check or money for McGunnege?

Answer. In Major Hitchcock's office.

Question by Lieutenant Colonel Brant. Do you know, of your own knowledge, whether it has been a long existing and general practice for officers belonging to the disbursing departments, and stationed at this place, to occupy rooms as offices in buildings belonging to or owned by themselves, near to or in their dwelling-houses? If so, state the length of time, and the names of such of the officers as you knew who acted in that way.

Answer. I know it to have been the practice here since 1829.

[The witness here went on to state the names of individual officers, as inquired of in the question. The court afterwards directed such part of his answer to be stricken out; for the reason, that it is an inquiry into the conduct of officers not before the court, and cannot be beneficial to the defence of the accused.]

Question by Colonel Brant. You have stated in your testimony before this court, that the brick building corner of Laurel and Second streets, in which the Indian goods were stored, was at the same time under a rent of \$1,000 per annum for the quartermaster's department; will you now please to state under what conditions and considerations the Indian goods were stored in said building during a portion of the same period?

Answer. During a portion of the time that these Indian goods were in the quartermaster's store, a large quantity of public stores (quartermaster's and subsistence stores) were stored in the plank warehouse of McGunnege and Way, next door, in consequence of the want of room in the quartermaster's

store, occasioned by its occupation by these Indian goods. For this storage furnished by McGunnege, no separate charge was made to my knowledge, as it was understood a charge would be made for the Indian goods. I view the arrangement as a matter of accommodation between the parties. I cannot state for what length of time the quartermaster's and subsistence stores were put, as stated, free of charge, in the plank warehouse of McGunnege on Second street. It was frequently done, and for a short time. This was in 1836 and 1837, and probably sometimes in the fall of 1835.

Question by Colonel Brant. Do you know that the Government, in the foregoing arrangement, received in storage from G. K. McGunnege an equivalent for that charged on the Indian goods?

Answer. It is difficult to answer that question. At times, I should say, the Government did receive more than an equivalent; at times, not an equivalent. But, on the whole, I should say, the facilities thus afforded the Government were a consideration equal to the rent of the Indian stores. McGunnege sometimes received Government stores in his warehouse on the river, for which no charge was made.

Question by Colonel Brant. Can you state by whose order the Indian goods were placed in store at St. Louis?

Answer. General Gibson's, the Commissary General of Subsistence.

Question by Colonel Brant. Was there not a quantity of subsistence stores stored by McGunnege & Way, on their contract for Jefferson barracks? State about the amount and time.

Answer. I think it was in 1836. A very considerable quantity remained on hand after the period of completing their contract.

Question by Colonel Brant. At the time the quartermaster's stores were kept exclusively in the stone building on Water street, who rented the whole of the two buildings from Lieutenant Colonel Brant? What was the rent paid therefor per annum?

Answer. Whether Hill & McGunnege rented the whole buildings from Colonel Brant, and afterwards rented a part to the United States, I cannot say. The vouchers for the part occupied by the United States were made out in the name of William Hill. I do not know what rent Hill & McGunnege paid.

Question by Colonel Brant. Please look at this paper, and say whether it is a correct extract from the return alluded to therein.

Answer. I believe it to be a correct extract. It is signed by me.

The court directed the following paper, shown to the witness with the last question, to be recorded here:

Extract from the property return of Major J. B. Brant, quartermaster, for the quarter ending 30th September, 1837.

"Received from sundry persons, taken up as strays - - 14 horses.

"REMARKS.—The horses taken up between the 9th and 30th instant, included ten strayed from the drove in charge of Richard Gentry, and four from Colonel Twigg's command. All turned over previous to the departure of the dragoons were turned over to them as they came in.

"Since making out the credit part of the return, one horse of those receipted for by J. T. Baird, conductor, was left behind sick; and three strays were taken up and delivered to me by John Kimball, which accounts

for the above excess. Mr. Baird is consequently entitled to credit for one horse.

" To amount to be accounted for	-	-	-	-	508 horses.
" Total accounted for	-	-	-	-	512 horses.
					<hr/>
" Excess	-	-	-	-	4 horses."
					<hr/>

A true extract.

JOHN HAVERTY,
Clerk Quartermaster's Department.

Question by Colonel Brant. Were you acquainted with the horses turned over by Lieutenant Colonel Brant to Captain G. H. Crosman early in October, 1837? and, if so, state the facts in the case; also, whether you had any conversation with Captain Crosman as to their condition; how said horses came into the hands of Lieutenant Colonel Brant the second time, and object of such interview with Captain Crosman.

Answer. I do not know that the horses turned over to Captain Crosman were stray horses. I could not identify them. I knew but little of the stables. The horses received were entered on the return under different heads, as received by purchase, estrays, &c. The whole was exhausted by the issues, and an excess remained on hand. This excess was turned over to Captain Crosman. I infer they were the estrays. I waited on Captain Crosman in October, 1837, to exchange, I believe, some papers. He took occasion to speak to me about those eight horses turned over to him, and asked why they were in such bad condition. I observed to him that they were chiefly estrays, and turned in by various persons, and generally in bad condition at the time they were turned over by those persons.

Question by Colonel Brant. Will you state, if within your knowledge, the quantity of subsistence stores in the brick warehouse, corner of Laurel and Second streets, on the date the report of Colonel Brant was made, under the instructions of Colonel T. Cross, then acting Quartermaster General, relative to said building; and the date and object of thus ascertaining said quantity?

Answer. I believe the report was made in November, 1836. The subsistence stores in the brick warehouse were not more than twenty barrels, and eight or ten boxes.

Question by Colonel Brant. Were you acquainted with John Darnelle? and, if so, please state all the circumstances connected with his being employed to purchase horses for the public service in 1837; how his accounts for said purchases were settled and signed, and every thing else relative to said transaction coming within your knowledge.

Answer. I know Mr. John Darnelle, and I also know he was in the habit of purchasing horses on account of the United States in the summer of 1837. I made out several accounts in his name against the United States for horses purchased for dragoon service and for pack service. I viewed him as an agent employed by the quartermaster's department to purchase horses, and I settled three accounts in his name against the United States for horses so purchased. His accounts were settled like those of other agents. The mode of settling these accounts was this: Agents were employed to go and purchase horses. Money for that pur-

pose was placed in their hands by the quartermaster. After returning with their droves, they rendered a statement showing the first cost, color, size, &c., of each horse. They next gave an account of the expenses of driving said horses from the place where they were purchased to St. Louis. The whole amount of expenses, including the compensation of the agent, (generally five per cent. on the amount disbursed,) was added together, and divided by the number of horses in that drove, and the quotient added to the first cost of each horse. The account was then stated in the name of this person against the United States for so many horses at these prices.

Question by Colonel Brant. Look at this voucher, dated 21st June, 1837, and state whether the handwriting in the body of it is yours; if so, can you recollect whether it was signed by John Darneille before you filled it up, as to the particular items composing it, or with the gross amount specified at the bottom of it?

Answer. It is in my handwriting. It was my invariable custom to write the amount in the receipts before they were signed. The items may not have been stated. I have no recollection of this particular voucher, distinct from my general recollection of the way accounts were taken.

[NOTE.—Voucher here alluded to at page 41.]

Question by Colonel Brant. State whether you were in the habit of making out the accounts, and filling up the vouchers for the public horses bought by Lieutenant Colonel Brant in 1837?

Answer. Yes.

Question by Colonel Brant. Have you heard, since the conclusion of the contract with S. Shalcross, master of the steamboat Chieftain, in 1830, the merits of its provisions spoken of by Captain Crosman, or any other person adverse to the agency Lieutenant Colonel Brant had in making said contract, until since the organization of this court?

Answer. I heard that dissatisfaction was manifested directly after the contract was complied with. Dr. Woolfolk, the citizen surgeon, who accompanied the command, told me some of the officers expressed dissatisfaction at having to pay for their board. I have no recollection of having heard Captain Crosman speak of it.

Question by court. You have alluded to public property placed in the private warehouse of Hill & McGunnegele; please state, as nearly as you can, the amount of that public property, and in what it consisted.

Answer. It would be mere guess-work. I cannot state. It was frequently very considerable for a short time, until an opportunity occurred for sending it off. They were public stores of the different departments.

Question by court. Was what you stated to Captain Crosman about the horses being "strays, and in bad condition when brought in," from your own actual knowledge of these facts, or only your impressions and inferences derived from other sources?

Answer. Simply my inferences. I saw horses brought to the office in bad condition as estrays; whether *they* were turned over to Captain Crosman, I cannot say. I was not present at the turning over.

The court adjourned to meet to-morrow at 10 o'clock.

FRIDAY, JANUARY 11, 1839.

The court met pursuant to adjournment.

Present : All the members.

JACOB SWIGERT, duly sworn as a witness, answers :

Question by court. Did you ever make a bargain with Lieutenant Colonel Brant to swap a horse for a mule ? If so, state when, where, and all the particulars.

Answer. No ; I did not swap with Colonel Brant. Colonel Brant offered to swap a mule for a horse of mine. I brought a horse here to sell, and showed him to the Colonel ; who said the horse did not suit him, but that he had a mule he would swap with me for the horse. I made the swap for this mule with Mr. Darneille. He gave me \$70 to boot, at this place ; at Mr. Kimball's stable ; and I think in June, 1837.

Question by court. Had you previously offered to sell the same horse to Lieutenant Colonel Brant ? And if so, for what sum ; and what was his answer ?

Answer. I offered to sell the same horse to Colonel Brant, and he replied that he did not suit him. I am not certain as to the price mentioned to Colonel Brant. I think I offered him for \$100.

Question by court. How old was the mule, and what kind of an animal was it ?

Answer. I think not above twenty months old. I never examined its mouth. It looked like a young mule. I should think it was worth about \$35 or \$40 ; I sold it for \$35.

Question by court. Did you ever see the horse you thus exchanged, afterwards ? If so, where and when ? Was he, or not, branded with the letters U. S. ?

Answer. I saw him the day he was sold by the United States. He was with a lot of horses at Kimball's stable, condemned, as I understood. He was branded in that way.

Question by court. Have you not frequently spoken of this trade, and mentioned that \$100 was the sum you asked for the horse alluded to, at the time you offered to sell him to Colonel Brant ? Please recollect as nearly as you can.

Answer. I have spoken of it to Mr. Darneille, and told him that I would rather sell the horse for \$100 than make the swap. This was an hour or two before the swap. I am certain that the \$100 is what I said to Darneille and others ; and I think I offered him for \$100 to Colonel Brant, two or three hours before the swap.

Question by court. You have said you offered to sell Lieutenant Colonel Brant the horse you exchanged for the mule. Did you offer him for sale to Lieutenant Colonel Brant, knowing or believing he was purchasing horses for the United States service ? and did you understand Colonel Brant to reject him as unfitted for that service ?

Answer. I knew he was purchasing horses for the United States service, and I offered him the horse for that service. He had the horse ridden, and then said that he did not suit him.

Question by court. Do you know to whom the mule belonged immediately before it came into the possession of Lieutenant Colonel Brant or of the United States ?

Answer. No.

Question by court. Do you know how that horse came afterwards into the possession of Colonel Brant or the United States? Who sold him to Colonel Brant?

Answer. I do not know.

Question by Colonel Brant. State the appearance, size, and color of the horse spoken of. What were his qualities, and gaits, his age, &c.?

Answer. He was a sorrel; something over fifteen hands and an inch; as well as I recollect, seven years old. He paced slow and trotted. He looked to me like a tolerably good horse. I had not used him enough to say what he was worth for service.

Question by Colonel Brant. How long after you sold the horse to Darneille was it that you saw him at public sale as a condemned horse?

Answer. I think as much as two months.

Question by Colonel Brant. What were the appearance and condition of the horse at the time you saw him offered for sale as a condemned horse? Had he the appearance of having been hardly used?

Answer. "He looked like he had been hard used." He was poor; had fallen off; did not appear injured; was a good deal poorer than when I sold him. Mr. Darneille, I understood, bought him at the sale. He afterwards offered him to me for \$50.

Question by Colonel Brant. State whether Captain Crosman has not frequently conversed with you relative to the swap or trade alluded to in your testimony. And if so, when and where? and the substance of such conversation?

Answer. The Captain has talked to me about it. I do not recollect but one time, nor when: it was in town here. He asked me about this trade; I told him how it was: that I brought a horse and offered it to Colonel Brant; that he said it did not suit, but that he had a mule, which Darneille had brought down from the country, which he would trade with me for a good bargain, and I might use him on my farm; that he had offered me either \$50 or \$60 to boot; and Darneille afterwards offered me \$65, and I asked \$75. We then went to where Colonel Brant was, and we (Mr. Darneille and myself) split the difference; and I received from Mr. Darneille \$70 to boot. This is the mule alluded to in my testimony before. I do not recollect that Captain Crosman said any thing to me, except to inquire about the transaction.

Question by court. Did you, or not, come into Captain Crosman's office, and tell him voluntarily the story about the exchange of the mule and horse? and did Captain Crosman ever speak to you on this subject before that time?

Answer. I came to his office with Mr. Darneille. Captain Crosman did not speak to me before that time. I believe Darneille first commenced the subject, by telling the Captain that I knew all about that trade; which led me to relate it. I never had seen the Captain before.

Question by Colonel Brant. Did you not go to Captain Crosman's office at the solicitation of John Darneille? If so, did he say why he wanted you to go there?

Answer. I recollect that Mr. Darneille and I were walking down the street near Captain Crosman's office, and Darneille asked me to walk in there, and he then said to the Captain that I knew all about the trade. Darneille had not said or intimated to me, before we went into the office, any thing about this affair, or that he wished me to speak of it.

JOHN C. DINNIES, a witness duly sworn, answers :

Question by court. Were you formerly employed as bookkeeper for the house of Hill & McGunnege of this city, or of Hill, McGunnege & Way? If so, when, and for how long a period?

Answer. I was, about three years; during 1832, 1833, and 1834, I think.

Question by court. Did any circumstances come to your knowledge, whilst bookkeeper in that firm and firms, which induced a belief in your mind that Lieutenant Colonel Brant was interested in a pecuniary way in said firm or firms, or in both? If so, state what they were.

Answer. I always regarded Colonel Brant as a particular friend of the firm. I never considered him as more interested in it than any other particular friend. In my duty as bookkeeper, I never made out any balance-sheet showing the division of profits. I considered Hill & McGunnege as the partners. I did not know that any one else had any direct interest in the firm; I had no means of knowing. Any friend of a firm, who endorses their paper, may be said to be interested in their success, though he has no direct interest as a partner.

Question by court. Whilst you were employed as bookkeeper in the house of Hill & McGunnege, or at any other time, do you know, and, if so, state, the character of open accounts kept between Colonel Brant and that firm, or their successors?

Answer. To the best of my recollection, there was a personal account kept with Lieutenant Colonel Brant, in which he was credited for his rents, and charged for articles for his personal use. There was also an account with the quartermaster's department, which was regularly settled.

Question by court. Do you, or not, know of claims of individuals against the United States, for militia, or army, or other public supplies and services, in the year 1832 or 1833, being paid to these individuals, or put to their credit on the books of said firm, by request or order of Lieutenant Colonel Brant?

Answer. I recollect that an amount was placed to the credit of Colonel Marsh, who was an officer of militia, on their books; whether by order or request of Colonel Brant, I do not recollect. This was at the period of the Black Hawk war.

Question by court. From all the circumstances, transactions of a business character, notes of said firm and firms, or of either of them, what interest, and to what extent, did you believe Colonel Brant to have had in said firm?

Answer. I do not believe or know that he had any interest, further than I have already stated, and that he endorsed their notes frequently.

Question by court. Do you, or not, know that Colonel Brant was the usual endorser of the notes of said firm and firms, or of either of them? Was it, or not, understood that his name could always be had on such notes?

Answer. There were other gentlemen who endorsed their paper. One other, perhaps, endorsed as frequently as Colonel Brant. I suppose Colonel Brant's name could have been had at any time; but I know of no understanding between them. The partners were of undoubted credit, and I presume Colonel Brant would have given his name to any amount they might require.

Question by court. What were the liabilities at any time of Colonel Brant for either or all of said firms? State them as nearly as you can.

Answer. My recollection is so vague on that subject, that it would be difficult for me to answer ; but I suppose from \$5,000 to \$20,000.

Question by court. Has, or not, Colonel Brant the general reputation of being a partner, or as being indirectly interested, in the house of Hill & McGunnegle, and its successors ? and, if you had a money claim against said firm at the time you were their bookkeeper, and they had failed in business or become insolvent, would you, or not, have sought by legal means to recover such claim of Colonel Brant ?

Answer. Since I left their employment, I have frequently heard it stated that Colonel Brant was a partner in the concern. This is the extent of the general reputation, as I know of. I would not have sought to recover of Lieutenant Colonel Brant a debt owed by them, because I knew of no interest that he had in the firm ; and, while I was in their employment, I heard nothing of the general reputation on this subject, because no one would then speak to me about it.

Question by court. Was the credit of the said firms, or either of them, supposed to derive strength from the understanding that the name of Lieutenant Colonel Brant could be had on their paper, or was frequently on their paper ?

Answer. I think the credit of any firm would be strengthened by Colonel Brant's being frequently their endorser. I have said I considered this firm as of undoubted credit, independent of his being their endorser.

Question by court. From your knowledge of the relations between Colonel Brant and those firms, have you reason *now* to believe that he derived any pecuniary benefit, directly or indirectly, from the business of said firm or firms, or all of them ?

Colonel Brant presented the following note :

Lieutenant Colonel Brant objects to this question as being irrelevant, unless the prosecutor, Captain Crosman, will prefer a new allegation against him, out of which this question may fairly arise. The present allegation is, that he was, or is, a partner in the firm. Now, a man may derive pecuniary benefit, directly or indirectly, from a firm, without being a partner. He may loan them money, and receive a high interest therefor ; he may endorse their paper, and receive a commission on the amount of his endorsement. These are some of the instances, out of many, in which he might derive pecuniary benefit, without being a partner. If the prosecutor, however, wishes to have an investigation of Lieutenant Colonel Brant's moneyed concerns with the firm or firms, in question, let him file an allegation charging him with being guilty of a military offence in deriving pecuniary benefit from his dealings or transactions with that firm, or any other, and Lieutenant Colonel Brant will most readily respond to such allegation.

The court decided that, " this question not originating with Captain Crosman, but with the court, is relevant and proper."

Answer. Yes, he derived pecuniary benefit in various ways ; the buildings they occupy belong to Colonel Brant. I do not know that he derived any interest from his endorsements, though it is very frequently the case that endorsers receive a commission for endorsing. I have no doubt the firm borrowed money from Colonel Brant, though I have no distinct recollection of any instance. I do not know that Colonel Brant derived any benefit from these loans, though I presume, of course, that he did.

Question by court. Do you know who built the brick warehouse corner of Second and Laurel streets, or who furnished or paid for the materials of which it was built? Was there any entry relative to this subject on the books of that firm? if so, state it particularly.

Answer. I had no means of knowing certainly who built that warehouse. I believe, however, it was built by Colonel Brant; I understood so from general report. There was an entry on the books, representing property on Laurel street. They had a house there, under their sole control. My impression was, that the brick building, and the lot on which it stood, was Colonel Brant's property, and they (the firm) owned the frame warehouse adjoining, on Laurel street; but I had no sure means of knowing, as I never saw any deed of the property.

Question by court. How did it happen that an entry relative to any real or personal estate of Colonel Brant was made on the books of Hill & McGunnege?

Answer. I understood that the entry I spoke of related to their property, and not to Colonel Brant's.

Question by court. Please state, as near as you now recollect, the items or nature of that account: was it for ground, or for building materials? State also the caption of such account.

Answer. My impression was, that it was for building materials, and a payment on account of ground. I have no certain knowledge of that, and my recollection is not distinct. I think the title of the account was "warehouse."

Question by Colonel Brant. You have stated in your testimony that money was paid to Hill & McGunnege, in 1832, for purchases of public stores on account of the Black Hawk war; will you now state about the amount of said purchases, by whom made, and of what did they consist?

Answer. It is the fact, but I have not stated so. I am under the impression the amount was about \$9,600. The purchases were made by various officers connected with the war; they were subsistence stores, generally.

Question by Colonel Brant. Was E. C. Marsh authorized to make purchases connected with the Black Hawk war? and if so, by whom?

Answer. I have no knowledge. I suppose he was, by Governor Reynolds, or the proper officer commanding the militia.

Question by Colonel Brant. Do you recollect the amount, or nearly the amount, of purchases made by E. C. Marsh, in 1832, on account of the Black Hawk war, from Hill & McGunnege? if so, by whom the amount was settled? and was any deduction made therefrom, and by whom, and its amount, as well as you can remember?

Answer. It appears to me the amount was between four and five thousand dollars. I think there were charges objected to by Colonel Brant, and corrected and diminished; how much, I do not recollect. Colonel Brant's clerk generally attended to the settlement of accounts, and was very particular and correct.

Question by Colonel Brant. State whether William Hill, apart from his interest as partner in the firm of Hill & McGunnege, was in embarrassed circumstances on account of old debts?

Answer. I do not think he was in embarrassed circumstances. I do not know what arrangements he made with his creditors in the settlement of his estate up the Ohio; but he never was embarrassed by them, in any shape or way, that I know of.

Question by Colonel Brant. Do you know the annual rent paid by Hill & McGunnege to Lieutenant Colonel Brant, for the buildings which they occupied on Water street, during the time you lived with them as bookkeeper?

Answer. I believe it was \$1,100 per annum.

Question by court. Was the \$9,000, you say was deposited in the house of Hill & McGunnege, placed there in anticipation of the purchase of supplies from that house; or was that sum in payment of supplies already furnished the Government? Who deposited, or caused to be deposited there, that amount of money?

Answer. I did not say \$9,000 was deposited with that firm. I am under the impression that it was in payment of supplies already purchased, or being purchased. I cannot say that the goods were all purchased before the money was paid; but they were in the act of being purchased. I cannot say that the supplies were delivered, in all cases, to a Government agent, before the money was paid over. The money was never all paid at once.

Question by court. Did you understand the \$9,000 alluded to, or any part of it, given to Hill & McGunnege, with a view that they might purchase such supplies as they might not have in their own store; or was it, in fact, for stores turned over to a United States agent, or after a requisition on that house had been fully complied with?

Answer. My recollection is so vague, that I cannot answer the particulars of that inquiry. I am under the impression, however, that part of the money was paid prior to the delivery of the articles, but during the execution of the order. The whole might have been done in a day, or in a few hours; that is, the purchase, delivery, payment, and shipment.

Question by court. Were, or not, large sums of money paid to the firm of Hill & McGunnege, during and about the time of the Black Hawk war, by Colonel Brant, for public supplies and services?

Answer. I do not recollect of any other sums than the \$9,000 already spoken of.

Question by Colonel Brant. Look at these papers, and state whether they contain an account of all the articles furnished by Hill & McGunnege during the period of the Black Hawk war, in 1832, as far as you know.

Answer. I had supposed the amount of purchases from them was \$9,000. These vouchers show payments to the amount of \$11,069 34. I infer, therefore, and believe, that this amount covers all the payments made to that house for subsistence supplies during the Black Hawk war. I am well acquainted with the handwriting of McGunnege, and know the signature of Hill & McGunnege to the receipts of those vouchers to be the handwriting of the partner McGunnege.

Here Colonel Brant presented the vouchers to the court. The court directed copies of them to be placed in the appendix, (No. 35,) and the originals to be returned to Colonel Brant, and the following abstract of their contents to be placed here on the record:

ABSTRACT.

Date of voucher.	To whom paid.	What account.	Amount.
21st May, 1832.	Hill & McGunnegele.	Subsistence stores	\$5,993 00
20th June, 1832.	do.	do.	1,283 20
20th June, 1832.	do.	do.	2,922 43
20th June, 1832.	do.	do.	435 63
20th June, 1832.	do.	do.	435 08
			<hr/> 11,069 34

The paper at page — of the appendix, (a list of stores delivered to Illinois militia, on requisition of Colonel Marsh, commissary, and by order of the Governor of Illinois,) the court directed to be placed as stated, and the signature of Colonel Marsh to be proved, and the original to be returned to Colonel Brant. This paper was offered by Colonel Brant, as the basis of the payments to Hill & McGunnegele.

A. S. MAGENIS, Esq., duly sworn, says :

I have often seen Enoch C. Marsh write his name, and I believe that to be his signature to the certificate of that paper.

The court adjourned to meet to-morrow at 10 o'clock.

SATURDAY, JANUARY 12, 1839.

The court met pursuant to adjournment.

Present : All the members.

WILLIAM HEMPSTEAD again called into court :

Question by court. Do you know of any instance where blank receipts for public supplies or services were taken or paid by Colonel Brant ? if so, please state when, where, and all the circumstances.

Answer. I think that in 1832 or 1833, (which year I do not recollect,) Captain Palmer and myself were appointed commissioners on the part of the United States to receive testimony in relation to claims against the Government, growing out of the Black Hawk war. We were sitting and acting in that capacity for five or six weeks in Galena. The claimants had, or were furnished with, printed duplicate blank vouchers, setting forth the account as "Dr. the United States to A B," and a receipt attached, and also a printed or written affidavit, to be signed by the claimant, that he had received no money from the United States on that account. The claimants made out their accounts against the United States on these printed blanks ; and proof of them was then laid before Captain Palmer and myself, as commissioners, particularly as to the reasonableness of the charge. The blank receipts were in all cases signed by the claimant ; the receipt not filled up. The items of the account were stated above the receipt, as I have said. The accounts were acted upon by the commissioners in that shape ; and such amount as we judged reasonable we recommended to Major Brant for payment. An abstract was sent to Major Brant, showing the amount set forth in the original account, and the amount approved by the commissioners ; and also to whom, or in what manner, the claimant wished to be paid. In a great many cases I was mentioned as the person whom they wished to receive the money, being personally known to all of them.

Frequently, in receiving the amount of those accounts from the quartermaster, Mr. Haverty, his clerk, would ascertain (as I think) the amount wished to be paid at the time. It was paid me in gross; and I did not wish or require to see the amount filled in the receipt. The accounts were already in possession of the office. The amounts recommended for payment by the commissioners were in many instances less than the amount stated in the body of the accounts as claimed by the claimants. The reductions recommended on those claims by the commissioners were noted in the abstract and on the vouchers, and the letter to Major Brant (I think.) I did not in all cases see the vouchers and receipts of those accounts when I received the money. Some I did see; and of these, the amounts were filled in the receipts at the time I received the money.

Colonel Brant presented the following note :

"Lieutenant Colonel Brant submits to the court that the statements just made by the witness are not legal evidence, unless the papers referred to are produced and identified by the witness. He therefore submits that all that portion of the answer to the question put, which refers to the contents of the vouchers, and the remarks made thereon by the commissioners, should be excluded."

The court decided that "the court do not sustain the objection. The witness has not spoken of the contents of any paper as testimony before the court; nor can the court view their contents as testimony, since the present inquiry is solely in reference to the *mode* in which these papers were executed, and not as to what they contain."

Lieutenant Colonel Brant presented to the court the following interrogatories, and requested the court would have the deposition of William A. Gordon, of Washington city, taken in answer thereto, to be used as evidence on his behalf :

Questions by Colonel Brant. No. 1. "Are you personally acquainted with Captain George H. Crosman, of the United States army?"

No. 2. "Has Captain Crosman been in the habit of corresponding with you by letter, for some time back? If so, has the official conduct of Lieutenant Colonel Brant, Major Brant, or Captain Brant, of the quartermaster's department, been animadverted upon by Captain Crosman in communications to you, as above mentioned? If so, in what terms?"

No. 3. "Of what official acts of Lieutenant Colonel Brant, Major Brant, or Captain Brant, did Captain Crosman, in his correspondence, complain; or of what misconduct did he accuse him?"

No. 4. "Has Captain Crosman, to your knowledge, by letter or otherwise, applied unofficially to you, or any other person employed in the office of the Quartermaster General at Washington city, to obtain information respecting the official conduct of Major Brant, or Captain Brant, or to procure copies of official papers sent by him to the Quartermaster's Department?"

No. 5. "State whether, to your knowledge, as derived from Captain Crosman, there has been a strong feeling of hostility personally toward Lieutenant Colonel (formerly Major) Brant, or Captain Brant? If so, when did you first become aware of the fact?"

The court, having considered the foregoing interrogatories, decided as follows, viz: "The court regards the second, third, and fourth questions as irrelevant and unnecessary to Lieutenant Colonel Brant's defence. The court is not disposed to become the medium of disclosing the private cor-

responsdence of individuals, unless such a course is obviously necessary to a proper understanding of the several matters before the court for its examination."

The court adjourned to meet on Monday, the 14th instant, at 11 o'clock.

MONDAY, JANUARY 14, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court inquired of Colonel Brant whether he wished the deposition of Wm. A. Gordon taken in answer to the first and fifth interrogatories proposed by him; which Colonel Brant declined.

WILLIAM HEMPSTEAD, a witness, in continuation :

Question by court. By whose direction or suggestion was it that the blank receipts were signed before payment? and by whom were the alterations or deductions from the sums claimed by some of the claimants made?

Answer. The practice of sending accounts, with blank receipts attached, was adopted by the claimants in many instances before the board of commissioners met. In the summer of 1832, a large proportion of the claims growing out of the Black Hawk war were forwarded by the claimants to the quartermaster's office in St. Louis, for settlement. To all of these were attached blank receipts. The accounts being sent to the commissioners with blank receipts, it was a necessary consequence that the commissioners forwarded them in that situation to the quartermaster. I am under the impression that the commissioners were instructed by Colonel Brant to forward the accounts with blank receipts to him; but whether his instructions were verbal, or in writing, I am not able to state. As I before stated, it was the commissioners who decided on the claims, recommended the deductions and noted the same on the accounts. I settled accounts of this sort with the quartermaster, Major Brant, previous to the board of commissioners; and when the amount received was less than the claim, the deduction was made in the quartermaster's office.

Question by court. Under the arrangements made by Lieutenant Colonel Brant for paying accounts for public supplies and services furnished and rendered during the Black Hawk war, had or not the claimants you have referred to any certain way of knowing what sums of money were inserted in the receipts, over their signatures?

Answer. In many cases they had not.

Question by court. Was Captain Palmer, your associate commissioner, an officer of the army at the time spoken of by you? and, if you know, state why he did not pay the accounts.

Answer. He was Captain Zalmon C. Palmer, then of the United States 6th infantry. I do not know why he did not pay the accounts. He was not furnished with any funds at that time. In the fall of 1833 he was furnished with funds, and took a tour through the mining country to pay some similar accounts.

Question by court. Was Captain George H. Crosman on duty at Galena, in the summer of 1832? and was he disbursing public money there for similar objects?

Answer. He was there on duty in 1832, in the months of June and July, cthink, and was disbursing public money ; but I believe more directly connected with the regular service.

Question by court. Do you know whether Lieutenant Colonel Brant does now bear, or has formerly borne, the general reputation among the merchants and business men of this city, of being a partner or interested in the house of Hill & McGunnege, or the successors of that firm ; and if so, do you believe it ?

Answer. I have heard it frequently suggested that such was the fact. But no person had any direct knowledge or proof of it. It was barely a supposition. I have been of that opinion ; probably the belief was created by the opinions expressed by others.

Question by court. Do you know the two buildings situated at the corner of Second and Laurel streets, viz: the brick one on the corner, and the frame one adjoining it on Second street ? and if so, will you say what, in your opinion, each of these buildings is worth per annum, if rented—say for the last three years ?

Answer. I am acquainted with the buildings. The brick on the corner, taking an average rent for the last three years, was worth from \$600 to \$650 per annum. And the frame, I suppose, was worth \$250 per annum.

Question by court. Are you a merchant, and how long have you resided in St. Louis ?

Answer. I am ; and I have lived in St. Louis since 1811, excepting an absence at Galena from 1826 to 1833.

Question by court. Upon what do you form your opinion of what was a proper rent for the storehouses referred to ?

Answer. From their situation ; and the rents we were paying, and others. In 1835 we were paying only \$400 for a three-story warehouse on Water street, rented by the year ; in 1836 the owners charged \$1,000 ; in 1837 they charged \$2,000, and we moved out ; and they then rented for \$2,500.

Question by Colonel Brant. By whom were you appointed a special agent for the adjustment of militia claims in 1832 ? who recommended you, and by whom was such appointment approved ?

Answer. I have not seen the letter of appointment, or the letter of instructions, for five or six years. I think I was appointed by General Atkinson, recommended, as I understood, by Major Brant.

Question by Colonel Brant. You have said that the accounts required to be transmitted by the special agents were in blank, so far as it regarded the receipts : will you now state the object of their being in blank, if you are aware of it—whether it was not for the purpose of avoiding the necessity, if they were not properly made out, of returning them to the claimants, who resided at the distance of several hundred miles from St. Louis ?

Answer. That was the object of sending them in blank.

Question by Colonel Brant. You have stated that certain claims, made by different individuals against the Government, were examined by yourself and Captain Z. C. Palmer, as special agents on the part of the United States, and by you transmitted to the quartermaster (Major J. B. Brant) at St. Louis ; the vouchers containing, in the body of them, the different items on which the particular claim was based, together with the sums claimed therefor ; the receipt at the bottom of the voucher being signed in blank : that yourself and Captain Palmer noted on each of these vouchers the amount which you considered to be justly due by the United States : that

many of those claims were directed to be paid to yourself, and that you received money from Major Brant on account thereof; but in many instances, at the time when payment was made, the vouchers on which you received the money were not exhibited, but their respective amounts added together by the clerk of the quartermaster, and the gross sum paid to you. Please look at these papers, and say whether you believe them to be the same, or duplicates of those on which you were paid as agent of the claimants; and whether there is any difference between the sums paid to you, and those stated in the receipts of the vouchers now shown.

Answer. I have examined those accounts, and compared them with my memorandum made at the time the accounts were intrusted to me for collection, and I perceive that they are correct; and that I received, for the claimants, all the amounts stated in the receipts, which are correctly filled up. Among these accounts are a few which were not collected by me.

[NOTE.—The numerous vouchers here referred to, and exhibited to the witness, are not appended to these proceedings, because the contents of them have not been called in question, either by any allegation against Colonel Brant, or by any question put by the court. Their contents have been alluded to on the cross-examination, with the view of removing any suspicion that the blank receipts had been improperly filled up—a course the court had no disposition to prevent.]

Question by Colonel Brant. Did you make application to Captain, Major, or Lieutenant Colonel Brant, to see the vouchers alluded to in your testimony? And, if so, what objections, if any, were made by Colonel Brant to your seeing them?

Answer. Whenever, in collecting the accounts, I asked to see the vouchers, they were shown to me, and every opportunity afforded me of examining them.

Question by Colonel Brant. Have you ever known any transaction in business where Lieutenant Colonel Brant acted, or assumed to act, or appeared to act, as a partner in the house of Hill & McGunnegele; Hill, McGunnegele, & Way; or McGunnegele & Way?

Answer. No.

The court adjourned to meet to-morrow at 10 o'clock.

TUESDAY, JANUARY 15, 1839.

The court met pursuant to adjournment.

Present: All the members.

Captain Crosman presented the letter, [at No. 36 appendix,] dated January 14, 1839, requesting the court to decide whether he is the "prosecutor;" and, if they decide that he is, requesting to be allowed the aid of counsel.

The court ordered the following decision to be recorded:

"In reference to the appellation 'prosecutor,' applied to Captain Crosman by Colonel Brant, the court has to remark, that it has on a former occasion said, and it now repeats the declaration, that it did not recognise any prosecution or prosecutor before it. The peculiar light in which Colonel Brant may choose to view Captain Crosman, and the corresponding title he may apply to him, the court will not pretend to control, so long.

as the proceedings are conducted with due regularity, and the title applied to Captain Crosman is not disrespectful. The court will add, that it had hoped, however, that Lieutenant Colonel Brant would have abstained, pursuant to the views of the court in reference to the character of the investigation, from applying the term 'prosecutor' to Captain Crosman, seeing that the court recognised no prosecutor. In reference to the extent of the cross-examination into the motives actuating Captain Crosman in the matter under investigation, the court has to remark, that, although they have viewed some of the questions put by Lieutenant Colonel Brant on said point as unnecessary, yet they have never regarded them as referring to Captain Crosman in any other light than that of a principal witness before it."

Mr. HAVERTY came into court, and desired, as a witness, to make a statement in explanation of his previous testimony, and says: I understood the question which was asked me about the manner of taking accounts, when I replied that it was the invariable custom to fill up the amounts in the receipts, and not to permit them to be signed blank. I understood this question to refer to the accounts for the purchases of horses in 1837. I did not mean to extend my answer to all accounts. My reason for making this explanation is, that I have in recollection two classes of accounts, wherein the receipts were signed, in some cases, before the amounts were filled in. The first of these are accounts for the transportation of officers' baggage, when officers resided at a distance; officers sometimes send their transportation accounts to the office not made out, as they may not know the distances, which are ascertained in the office. The other class of accounts were militia claims, growing out of the Black Hawk war.

Mr. N. J. EATON again called into court:

Question by court. Has, or not, Lieutenant Colonel Brant the general reputation of being a partner, or being interested, in the house of Hill & McGunnege, or its successors, in this city; and are there any circumstances within your own knowledge which induced the belief of that fact in your mind? If so, please state them.

Answer. I think he has the general reputation of having been interested in the old firm of Hill & McGunnege. There have been circumstances which led me to believe that he was interested with them in some way or other; he seemed to take an unusual and very deep interest in a contract with the Government, where Hill & McGunnege were the contractors. The circumstance was this: Some years since, Hill & McGunnege were contractors for supplying the post of Jefferson barracks with subsistence stores, and I was the commissary there. They sent down a lot of pork, which was, in my judgment, not at all in accordance with the terms of the contract. I did not think it was fit to be received, and I declined to receive it. Colonel Brant came down to the barracks, and urged me to receive the pork with considerable importunity. The impression made upon my mind, in consequence of his urgency in the matter, was, that he was, to say the least, very much interested in the success of Hill & McGunnege. I cannot say that I made up my mind that he was a partner; I staggered between the two opinions. I was aware that Colonel Brant owned the buildings in which Hill & McGunnege did business; and I sometimes thought that he might be a partner in the house, and again I thought that the interest he evinced in the house might arise from their renting his buildings. I will

add, in reference to that pork, that the quality of it was not such as the contract required. Hill & McGunnegle were frequently contractors, and I frequently was dissatisfied with the supplies they furnished ; and Colonel Brant's desire to have me receive such supplies was frequently evinced.

Question by court. Might, or not, the interest you say Lieutenant Colonel Brant took in the house of Hill & McGunnegle, as contractors for the United States, have originated from the belief he entertained in their peculiar efficiency as such, and that they would serve the United States on better terms, or more promptly, than others ?

Answer. It might have been so ; but I did not think so then, nor do I think so now.

Question by court. Had Lieutenant Colonel Brant, at the time you have referred to, any official control over the operations of the subsistence department here, which would have made his interposition in the case of the contract proper ?

Answer. He had none. The contract was between Hill & McGunnegle and General Gibson, Commissary General.

Question by court. Did you, at any time, hear John Kimball make a statement to Captain Crosman relative to the manner of keeping United States horses hereabouts in 1837 ? and if so, did you take a memorandum of such statement at the time ; and is this the memorandum ; and is this memorandum correct ?

Colonel Brant presented the following note :

Lieutenant Colonel Brant objects to the question proposed, as it is evidently put for the purpose of discrediting John Kimball, a witness called on the part of the prosecution, but the general tenor of whose evidence was favorable to the accused. He contends that it is not competent for the prosecution to introduce testimony of this kind for the purpose of strengthening, it is supposed, the statements of Captain Crosman, at the expense of Kimball. Lieutenant Colonel Brant thinks that he had the legal right to object to the re-introduction of the present witness, as he was already examined in chief ; so far, however, as his testimony affected the merits of the present allegations, he was willing to waive that right, as he had no desire to shun or avoid any scrutiny ; but he cannot permit, in justice to himself, the present question to be put, without placing upon record his objections to a course which he believes is not warranted by the rules of law that govern in similar cases.

The court decided " that the court does not sustain the objection. If, as is supposed in the exception taken, the question is put to illustrate or explain an alleged discrepancy between the testimony of two witnesses, it is perfectly proper, and the duty of the court, to adduce further testimony ; whether such additional testimony shall have a tendency to confirm or invalidate the evidence of either witness.

Answer. I did hear John Kimball make a statement to Captain Crosman in his office. I took this memorandum at the time, and it is correct.

[NOTE.—The memorandum at No. 14 appendix, and which is copied at page 71 of the record, was shown to the witness with the foregoing question.]

Question by Colonel Brant. Please state whether it was not frequently the case, during your duties at this place in the summer of 1836, as disburs-

ing agent of Indian Department, that accounts were sent to you or handed to you for payment, the receipts to which were signed, and the amounts not filled ; in other words, blank receipts.

Answer. I do not recollect that any such accounts were presented to me.

Question by Colonel Brant. Who was the clerk in the office of the disbursing Indian agent at the time you acted in that capacity during Lieutenant Colonel Brant's absence in the summer of 1836 ?

Answer. John Havery.

Question by Colonel Brant. Did Lieutenant Colonel Brant go expressly from St. Louis to the barracks, for the purpose of urging you to accept the lot of pork ?

Answer. I do not know that he did.

Question by Colonel Brant. What became of the lot of pork of which you have spoken : was it condemned ?

Answer. I am not certain, but I think it was received.

Question by Colonel Brant. State whether the pork in question had undergone the necessary inspection ; and whether, in relation to the supplies furnished, you did not frequently consult with, and ask the opinion of, Lieutenant Colonel Brant.

Answer. It had undergone the necessary inspection, according to my construction of the necessary inspection ; inasmuch as I relied more upon my own judgment in that matter than anybody else's. I do not recollect whether the board provided for in the contract had examined it or not ; but I incline to the belief that they had. As assistant commissary, I did not frequently consult with Colonel Brant, and ask his opinion relative to subsistence supplies.

Question by Colonel Brant. You have said that, as assistant commissary, you did not frequently consult with Lieutenant Colonel Brant in relation to supplies. Did you consult him in any way as to supplies for subsistence department ?

Answer. No.

Question by Colonel Brant. State where the stores were kept belonging to the subsistence department at the time you turned them over to Lieut. Kingsbury.

Answer. In the quartermaster's store at this place ; in a brick warehouse, corner of Second and Laurel streets ; and in a frame house connected therewith, on Laurel street. I am not positive with regard to this frame house.

Question by Colonel Brant. State whether, within your own knowledge, you are aware of any business transaction in which Lieutenant Colonel Brant acted, or purported to act, or appeared to act, as a partner in the firm of Hill & McGunnege ; Hill, McGunnege, & Way ; or McGunnege & Way.

Answer. I do not know of any business transaction in which he has acted, or purported to act, or appeared to act as a partner, unless the interest he evinced in relation to that pork may be considered an instance in which he appeared to act as a partner.

Question by Colonel Brant. You said you staggered between the opinions of whether Lieutenant Colonel Brant was or was not a partner in the firm of Hill & McGunnege : will you please to state in which opinion you finally settled down ?

Answer. I have settled down into the opinion that he was not a partner ; for the reason, he stated to me, with very solemn adjurations, that he was not.

Question by Colonel Brant. Look at this newspaper extract, and say whether you are the author of it.

The court directed that this question may be put; the president saying to the witness that he is not bound to answer if his answer will subject him to a prosecution for any criminal offence.

Answer. I am the author of the article signed Vindicator.

[NOTE.—This article is placed in appendix, No. 37.]

Question by Colonel Brant. You have stated that the lot of pork you have spoken of had been inspected according to the terms of the contract: will you further state, as such was the fact, by what authority or warrant of law you would have refused, or did refuse, to receive that pork from the contractors?

Answer. I did not state that it had been inspected according to the contract. I stated that I was under the impression that it was so inspected. I would have taken the responsibility to refuse to receive it, if I thought it was not fit to receive; for the reason, that the inspectors were liable to be swayed by every opinion that was expressed. I have known an inspector to swear that a lot of pork was according to contract, and in less than an hour afterwards swear that it was not; and accordingly, in this instance, the lot of pork I now speak of was rejected.

Question by Colonel Brant. State whether, to your knowledge, Captain George H. Crosman has not for a number of years been personally unfriendly to Lieutenant Colonel Brant.

Answer. I do not think that Captain Crosman has been friendly to Colonel Brant for several years.

Question by Colonel Brant. State whether you are not aware that the commencement of the personal hostility on the part of Captain Crosman towards Lieutenant Colonel Brant did not originate in a difference between them as to the official conduct of Captain Crosman when acting as assistant quartermaster at Jefferson barracks; and, if so, in what year you first became acquainted with the hostility existing.

Answer. Some years since, (it strikes me it was in 1832,) Captain Crosman believed that Major Brant attempted to exercise over him authority which he had not a right to exercise; and, in consequence, a tart official correspondence passed between them, which, I think, produced ill blood on the part of both.

Question by Colonel Brant. State whether you have not heard Captain Crosman speak in harsh terms of Lieutenant Colonel Brant, or denounce him as having acted fraudulently in relation to a contract made with the captain of the steamboat Chieftain, for the transportation of officers to the Yazoo, or Walnut hills, in 1830.

Answer. I have frequently heard Captain Crosman speak harshly of Major Brant's official conduct; and, in relation to the contract alluded to, I have heard him say, long ago, that he believed it would be his duty to cause it to be officially investigated, if he had the proof which he believed to be in existence touching that contract.

Question by Colonel Brant. State whether you have not understood from Captain Crosman that he considers his standing as an officer identified with the success of the present investigation; that is, in sustaining and proving the truth of the allegations preferred against Lieutenant Colonel Brant.

Answer. I have never heard Captain Crosman express himself to that effect, that I know of.

Question by Colonel Brant. Are you not now, and have you not been for many years, the warm personal friend of Captain Crosman?

The court considered this question irrelevant, and decided that it shall not be answered.

Question by court. Do you think that Captain Crosman has borne any malice or revengeful feeling against Lieutenant Colonel Brant, when you say you do not think he has been friendly to him for several years past?

Answer. I do not.

The court adjourned to meet to-morrow at 10 o'clock.

WEDNESDAY, JANUARY 16, 1839.

The court met pursuant to adjournment.

Present: All the members.

WILLIAM GLASGOW, duly sworn as a witness, answers:

Question by court. Do you know the brick building corner of Second and Laurel street, and the frame one adjoining, on Second street? and, if so, will you say what the rent of each of these buildings should be worth, for (say) the last three years?

Answer. I know the buildings. I suppose the brick one is now worth \$600 per annum, and the frame one is worth \$300 per annum; that is, in 1839 and 1838. In 1837 there were fewer warehouses than there are now, and rents for them were then higher. I should think these buildings were worth per annum, in 1836 and 1837, about 25 per cent. more than they are now per annum.

Question by court. Can you state any actual rents paid, during the period referred to in the last question, on any buildings of about the same dimensions, or affording as good accommodations; having reference to size, quality, and convenient locality for mercantile business?

Answer. Mr. Gay's warehouse, on Chesnut street, near the water, rented for \$750 in the last year, and in this year for \$600. It is a larger building than the brick, corner of Laurel and Second streets, and equally convenient. The drayage, which is regulated by a city ordinance, is the same to either building. Mr. Page's warehouse, built in 1838, is much larger than either of them—a one-story frame house on Walnut street. Neither of these three buildings is very convenient, except for storing goods. Mr. Page's is not so near the business part of the city. It is accessible, and for storing heavy goods more suitable than either of the other two. Colonel Brant's frame has similar conveniences to this one.

Question by court. Has, or not, Lieutenant Colonel Brant the general reputation, among merchants of this city, of being interested in the house of Hill and McGunngle, and the successors of that firm? and, if so, do you believe it?

Answer. I have heard it conjectured; but, from a conversation I had with Colonel Brant a year or two ago, I inferred he was not. Colonel Brant was friendly to McGunngle, owing, as I supposed, to the fact that McGunngle had lived with him, and that he had assisted to establish McGunngle in business. But I do not suppose that Colonel Brant was a partner.

Question by court. From the nature of Colonel Brant's relations to the mercantile houses alluded to, or either of them, would, or would not, Colonel Brant have been a loser, had either of the said houses failed in business?

Answer. I presume he would, as far as he was liable by his endorsements.

Question by court. You say you think Colonel Brant would have been a loser by his endorsements for the firms referred to: do you know that he endorsed for them, or either of them, or loaned money to either of them? If so, what sum had Colonel Brant, at any time, involved in the solvency of said firm or firms?

Answer. I do not know that he had any money invested with them; nor do I know the amount of his endorsements for them. I was a director in the old Branch Bank of the United States and in the Commercial Bank, and Colonel Brant frequently endorsed Hill & McGunnegle's paper. I do not know that he loaned them any money.

Question by court. Are you a merchant, residing in this city? and how long have you resided here? and are you a member of the board of commerce at this place?

Answer. I am a merchant, residing in this city. I have lived here constantly for the last twelve years, and in this vicinity for twenty years. I am a member of the board of commerce at this place.

Question by Colonel Brant. When was Mr. Gay's building, on Chesnut street, finished and ready for occupation as a warehouse?

Answer. I think about three years ago.

Question by Colonel Brant. State whether the warehouse of Page, on Walnut street, is well adapted as a place of storage for articles which are required to be kept free from damp, such as clothing, tools, &c.

Answer. I do not think it as good for that purpose as a brick one. I believe it is perfectly dry, from the looks of it.

Question by Colonel Brant. You have said that, if Hill & McGunnegle had failed, Lieutenant Colonel Brant would have been a loser thereby to the amount for which he was their endorser: is this a mere surmise? or have you any facts within your knowledge which warrant the conclusion that he was not secured by the firm to the amount of his endorsements?

Answer. It is a mere surmise; he was the common endorser. Whether he was secured, I do not know. He was the only endorser they offered on accommodation paper.

Question by court. You have spoken of what you think would have been a fair rent for the houses at the corner of Second and Laurel streets, during 1836, 1837, 1838, and 1839: please state whether, if an advertisement had been made for warehouses for the United States during those years, and for the present one, other equally good buildings, as conveniently situated for business, could have been procured; and for what rents.

Answer. There are a good many warehouses in different parts of this city. I do not know what they could have been got for.

Question by Colonel Brant. Please state what buildings, of equal dimensions and equally well situated for business as the one at the corner of Second and Laurel streets, were vacant and for rent in 1836; and the rates of rent for which they could have been obtained.

Answer. I do not know of any that were vacant.

EDWARD TRACY, duly sworn as a witness, answers :

Question by court. Are you a merchant, residing in this city? how long have you been a merchant here? are you a member of the board of commerce here?

Answer. I am a merchant of this city, and a member of the chamber of commerce. I have resided here twenty-one years.

Question by court. Are you acquainted with the brick warehouse at the corner of Second and Laurel streets in this city; also with the frame warehouse adjacent to it, on Second street? If so, what is your opinion would be a just rent for each of those buildings per annum—say for the last three years?

Answer. I am acquainted with those buildings. I should think that the brick warehouse has been worth, on an average rent for the last three years, from \$750 to \$800 per annum; and the frame one from \$300 to \$350 per annum, on an average rent for the last three years.

Question by Colonel Brant. Have you been on terms of intimacy with Lieutenant Colonel Brant and George K. McGunnege since their arrival in this city? If so, do you know of any partnership between them? If Lieutenant Colonel Brant had been a partner in either the firm of Hill & McGunnege; or Hill, McGunnege, & Way; or McGunnege & Way, would you have been likely to know the fact: and were your means of knowing it as good as that of the great majority of the merchants of this city?

Answer. I have been on terms of intimacy with Colonel Brant and McGunnege since their arrival in this city. I do not know of any partnership; and it is likely that, if any existed, I should have known it. That question has often been asked me, both at home and abroad. I have always given it as my opinion that no such partnership existed. I think I had as good means of knowing about it as the majority of merchants of this city.

Question by Colonel Brant. Please state whether Captain Crosman called on you to learn the fact, relative to such partnership of Lieutenant Colonel Brant in either of the firms named.

Answer. I do not think that he ever called on me for that purpose. In a conversation, he inquired of me about it, and I answered him as I had others.

GEORGE KNAPP, duly sworn as a witness, answers :

Question by court. Are you one of the proprietors of a newspaper, published in this city, called the Missouri Republican? If so, is this a file of that paper for 1837?

Answer. Yes. It is a file of the daily paper for six months of 1837, from January to June.

Question by court. Will you examine this file, and say whether, in the spring or summer of 1837, any advertisement was published in that paper offering pasturage, or field for pasturage, for rent or lease? and, if so, how many of them, and how often published?

Answer. There was an advertisement on 20th June from W. C. Carr, offering pasturage for rent; it was inserted three times: also, an advertisement 6th June, three insertions, offering between twenty and thirty acres for pasturage, by the executors of William Christie. I am not, at present, aware of any other instances.

Captain Crosman presented the following note :

COURT ROOM, *Wednesday, January 16.*

Captain Crosman respectfully submits to the court, whether the last question put to the witness *Tracy* is relevant and proper. He does not conceive that his character as a *witness* can be at all connected with the question; and that this is another instance of an inquiry, on the part of Lieutenant Colonel Brant, into his conduct as the supposed prosecutor.

Captain Crosman, therefore, begs of the court to interpose its authority, and not to permit such inquiries.

The court decided that, though the question referred to, and others of like character, are deemed entirely unnecessary, yet the court do not reject them, as they cannot affect the rights of Captain Crosman; and for the reason, that the court is unwilling to restrict the extent of cross-examination Lieutenant Colonel Brant may think necessary to his defence, provided the question be not clearly inadmissible.

A summons to attend as a witness was sent to Captain J. B. Hill, of the steamboat *United States*; to which he returned a verbal reply, as delivered to the court by the messenger of the court, to this effect: that he was engaged; that the court could not make him come; that he would be up after a while. The court then ordered the following letter to be written to him:

ST. LOUIS, *January 16, 1839.*

SIR: I am directed by the court of inquiry, now in session at this place by the special direction of the President of the United States, and empowered by act of Congress to take testimony, to state to you that the court is now waiting for your attendance before it as a witness, in conformity to the summons this morning served upon you. You are, therefore, again requested to appear before the court immediately.

I am, respectfully, your obedient servant,

J. F. LEE,

Lieut. U. S. army, Judge Advocate and Recorder.

Captain JAMES B. HILL,

of the steamboat United States, St. Louis, Mo.

The messenger of the court was directed to procure a reply in writing. He returned for answer, verbally, that Captain Hill said the letter required no written answer; that he would attend after a while.

The first letter of summons was sent to Captain Hill about 12 o'clock. The court, after waiting till near 3 o'clock, and then having reason to believe, from the reply of the messenger, that Captain Hill did not mean to attend, adjourned to meet to-morrow at 10 o'clock.

THURSDAY, JANUARY 17, 1839.

The court met pursuant to adjournment.

Present: All the members.

The following letter was received from Captain J. B. Hill, returning the summons sent to him yesterday:

[The original letter, and the summons returned, will be found at No. 38 appendix.]

ST. LOUIS, *January 16, 1839.*

Having been summoned to appear before the court of inquiry now in session, I take leave respectfully to inform the court that the interests of the steamboat "United States," which I command, will not permit my absence from the boat.

Having refused the same to the former court of inquiry in the case of Captain Crosman, I do not feel myself bound in this case to neglect the interests of my owners, even to refute slanders and foul calumnies against my friend.

Very respectfully,

J. B. HILL.

Lieutenant LEE,

"Judge Advocate and Recorder."

The court directed the following letter to be written to Captain Crosman :

ST. LOUIS, MISSOURI, *January 17, 1839.*

SIR: I am directed by the court to inquire of you whether you consider James B. Hill, who has refused to attend and give testimony before this court, as an important witness. The court desires to know upon what subject you expected him to testify.

Respectfully,

J. F. LEE,

Lieutenant, Judge Advocate and Recorder.

Captain CROSMAN,

United States Army.

Captain Crosman's answer is at No. 39 appendix, stating that J. B. Hill is the brother of the late partner of McGunnegle, and the only witness, whom the court can call, who can certainly know the fact of the alleged partnership.

Colonel Brant presented the following letter :

COURT-ROOM, ST. LOUIS, *January 17, 1839.*

SIR: Having understood that some doubts were entertained by the court as to the extent of my admissions in relation to certain real estate, the title to which has been called in question during the present inquiry, I wish now, for the purpose of precluding any misunderstanding, to state as follows: I was the only owner, either in law or equity, of the plantation, near this city, on which the dragoon and other public horses were pastured and fed in the summer and fall of 1837; and this property was mine, in fee simple, at the time William Dowler kept said horses. I am now, and have been since the year 1830, the exclusive owner, at law and in equity, of the lot and buildings where the quartermaster's office and the office of the disbursing agent for the Indian Department were kept, during the period I discharged the duties of quartermaster and Indian disbursing agent. The money charged for the use of those offices to the Government was received by me, for my own benefit. The legal title to the lot of ground on which are erected the brick building and frame building, on the corner of Laurel and Second streets, where the quartermaster's and subsistence stores have been kept since the year 1834, with the exception of the short period during

which they were kept by Captain Crosman at the warehouse of D. D. Page, on Walnut street, has also been vested, in fee simple, in me, (and still is) ever since the year 1833, or thereabouts; though, as I have previously declared, the real and equitable owners of this last mentioned property, during the time the ostensible legal title to it has been in me, were, first, William Hill and George K. McGunnegele; and, latterly, George K. McGunnegele *alone*, he having purchased out the interest of said William Hill therein.

I trust I have now sufficiently explained the extent of my previous admissions, and that no ambiguity can exist respecting them.

I am, very respectfully, your obedient servant,

J. B. BRANT,

Lieutenant Colonel, Staff United States Army.

Lieutenant J. F. LEE,

Recorder of Court of Inquiry.

The court adjourned to meet to-morrow at 10 o'clock.

FRIDAY, JANUARY 18, 1839.

The court met pursuant to adjournment.

Present: All the members.

Mr. C. C. RHODES, duly sworn as a witness, answers:

Question by court. Are you a merchant, doing business in this city? and how long have you resided here?

Answer. I am; and I have resided here seven years.

Question by court. Do you know the two buildings, the brick and frame warehouses, situated at the corner of Second and Laurel streets—the frame one fronting on Second street? and, if so, will you state what, in your opinion, these two buildings should have been rented for per annum, for the last three years?

Answer. I know these buildings. I think the brick would have brought, upon an average, about \$700 per annum for the last three years—perhaps, in 1836, not quite so much; and the frame, I suppose, would have rented, for the last three years, for about \$300 per annum, on an average.

Question by Colonel Brant. Have you ever conversed with Captain Crosman as to the values of the rent of the buildings spoken of, previous to your coming here to-day?

Answer. No.

Question by Colonel Brant. Have you ever examined the interior of the buildings in question?

Answer. No.

Question by court. Upon what data, or facts, have you formed your estimate of the just rents of those buildings?

Answer. From examining their exterior and dimensions, and comparing them with the rents of other warehouses. I supposed their interior arrangements to be like those of similar warehouses intended for storage.

Question by Colonel Brant. What induced you to examine the buildings in question, and compare them, or the rents of them, with other buildings?

Answer. A conversation that I had with my next-door neighbor, (Mr. Tracy,) on this subject; and from the circular which Captain Crosman sent to merchants in town, asking them to look at those buildings, with a

view to giving evidence here. I expected to be called here to give evidence. The matter is now a subject of conversation among the merchants in town.

[NOTE.—Colonel Brant requested the circular to be produced in court. The court ordered it to be produced.]

Question by Colonel Brant. You have spoken of a circular being addressed by Captain Crosman to *the* merchapt, or certain merchants of this city: please state whether you received one of those circulars. If so, please produce it to the court, if it is in your possession.

Answer. The circular was addressed to several gentlemen. It was shown to me. I did not take it, and have it not in my possession.

[NOTE.—The circular was here presented to the court by Captain Crosman, and was stated by the witness to be the circular alluded to by him. The circular, by order of the court, is placed in the appendix at No. 40.]

Colonel Brant presented the following note:

Lieutenant Colonel Brant respectfully applies to the court, and hopes it will inform him whether the circular just read was issued by order of the court.

The president replied that the circular was not written by order of the court; but remarked, that Captain Crosman had been instructed by the court to furnish a list of such witnesses as he wished examined. His attention was also called by the court to the propriety of ascertaining the extent of the witnesses' knowledge upon the points in reference to which they are expected to testify, before the summonses were issued.

AUGUSTUS KENNEDY, duly sworn as a witness, answers:

Question by court. Are you city collector of taxes for the city of St. Louis; and are you acquainted, generally, with the rents of buildings here? How long have you resided here?

Answer. I am city collector of taxes. I have some acquaintance with rents. I cannot say I am generally acquainted with rents. It is not a subject that comes particularly under my notice as collector of taxes. I have resided here since July, 1827.

Question by court. Do you know the two buildings, the brick and frame warehouses situated at the corner of Second and Laurel streets—the frame one fronting on Second street? and, if so, what, in your opinion, would have been a fair rent, per annum, for these two buildings—say for the last three years?

Answer. I know the buildings. I should not suppose that both of them together would exceed \$800 per annum, on a fair average rent for the last three years. Perhaps the brick building was worth \$700 per annum.

JOHN LEE, duly sworn as a witness, answers:

Question by court. Are you a merchant, doing business in this city? and how long have you resided here?

Answer. I am; and I have resided here something like twenty-eight years.

Question by court. Do you know the two buildings, the brick and frame warehouses situated at the corner of Second and Laurel streets—the frame one fronting on Second street? and, if so, what, in your opinion, would

have been a fair rent, annually, for these two buildings—say for the last three years?

Answer. I know the brick building; the other I have not noticed particularly. I think \$800 a year would be a fair rent for the brick building, on an average for the last three years. I have assumed that it has the usual conveniences in the interior for storage.

Question by court. Are there any circumstances, within your knowledge, which induce a belief in your mind that Lieutenant Colonel Brant was formerly, or is now, a partner in the house of Hill & McGunnege, or of the successors of that firm, in this city? If so, state them.

Answer. I do not know any thing, except from hearsay. I have heard it spoken of frequently.

Colonel Brant presented the following letter :

COURT-ROOM, *January 18, 1839.*

SIR: I beg leave to say to the court, that I have heretofore, without making any objection, submitted to a long investigation as to the rate of rent that the buildings employed by me for public storehouses were worth per annum; but, as the testimony on the part of the prosecution is, as I am informed, now nearly closed, it becomes, I think, material for me to ask the particular object with which the inquiries as to the fair rate of rent for those buildings have been made, as I do not believe, on examination, that they will be found to have any bearing or relevancy to the allegations exhibited against me. The accusatory matter, which the allegations contain against me relative to those buildings, I understand from them to be of a two-fold character: first, renting my own property under a false name, to the Government, for public storehouses; secondly, charging double rent; that is, once to the quartermaster's department, and once to the Indian Department, during the same period, for the same building. I certainly did not understand that, supposing both charges to be unsupported or unfounded, there still remained a *third one*, viz: that I had allowed too high a rent for those buildings to the individuals from whom they were rented. I presume, however, that even the framer of the allegations—the real prosecutor—could not intend that mere error of judgment, in giving a higher rent than those buildings, in the opinions of some very respectable merchants, were considered to be worth, could be made or tortured into a criminal act; (to render it so, it must have been done corruptly; that is, with a clear knowledge on my part that the rent allowed was too great;) but intending knowingly to sacrifice the interest of the Government to the pecuniary advantage of the owner of the property. This conduct, I have no doubt, the prosecutor intended or intends to impute to me; and with a view of fastening it upon me, the testimony alluded to has been taken. In my opinion, however, there is no intimation of such official misconduct contained in the allegations. I have no wish whatever to shrink from meeting such an accusation when openly and distinctly made; all I ask is, that it may be put in a tangible form—not left to be implied from the character of the questions asked, and the answers received from, the witnesses: when this is done, I shall be able to shape my defence accordingly. I therefore respectfully request of the court to look at the allegations; and if they find, upon so doing, that I am correct in the view which I have taken of them, to direct that one of two things may be done: either a new allega-

tion, to be prepared and filed embodying this charge; or else that the whole of the testimony which has been given as to the comparative rate of rent between those buildings and other buildings in this city may be struck from the record. I submit, with all deference to the judgment of the court, that the mere fact of giving a greater sum per annum for the rent of a building to be used for public purposes than, in the opinion of Captain Crosman or some of the gentlemen who have been examined on oath, it was worth, is not either a military or moral offence, unless it is proved to have originated in a corrupt motive.

I remain, &c.,

J. B. BRANT,
Lieutenant Colonel U. S. Army.

To Lieut. LEE, *Recorder, &c.*

The court decided that its proceedings, thus far, having been strictly in accordance with its duties under the orders it has received; and the particular evidence referred to by Lieutenant Colonel Brant being incidental to one of the allegations against him, no change can be made in the record, or in the course of proceeding.

The court adjourned to meet to-morrow at 10 o'clock.

SATURDAY, JANUARY 19, 1839.

The court met pursuant to adjournment.

Present: All the members.

ALFRED TRACY, duly sworn as a witness, answers:

Question by court. Are you a merchant, doing business in this city? and how long have you lived here?

Answer. I am; and I have lived here seventeen years.

Question by court. Do you know the two buildings, the brick and frame warehouses situated at the corner of Second and Laurel streets—the frame one fronting on Second street? and, if so, will you say what, in your opinion, would have been a fair and just annual rent for these two buildings—for say the last three years?

Answer. I know the buildings. I suppose the brick has been worth, during the last three years, an annual rent of \$700, and the frame \$350 per annum.

Question by Colonel Brant. Was not Captain Crosman frequently in the habit of visiting your counting-room at or about the time of his relieving Major Brant as quartermaster at this post in the fall of 1837, and also during the absence of the latter in Florida? If so, did Captain Crosman often make Lieutenant Colonel Brant's official conduct the subject of conversation? and were you not induced, from his manner and language, to believe that he was decidedly hostile towards him, though professing not to entertain any unfriendly feeling against him?

The court did not permit this question to be answered, and directed the following decision to be recorded:

"The court regards the question to be inadmissible. It has permitted questions, having some similarity to it, to be put to almost every witness who has been examined, but always regarding such interrogatories as unnecessary; and thinking the present one particularly so, inasmuch as it

asks the impressions of a witness as to Captain Crosman's motives of action—impressions which, if legal evidence at all, can have but little bearing on the main points at issue—the court thinks the time has arrived when, in reference to the convenience of the public service and the time of the court, it must interpose to prevent such undue examination of witnesses. If a question be asked whether any particular witness is known to bear malice against the accused, the phraseology of it should tend directly to the point; and in such shape no objection will be made.”

The court ordered the following entry to be made upon the record :

“ Here Lieutenant Colonel Brant put a question to the witness, which the court decided to be inadmissible, under its decision just made; and accordingly that it could not be put to the witness, or placed upon the record. Lieutenant Colonel Brant then requested an opportunity to address a written communication to the court. The court, in accordance with this request, suspended its proceedings to allow him to do so. The communication was an objection to the last and verbal decision of the court, and upon the ground that the question rejected by the court ‘ might tend to show the state of feeling existing towards him (Lieutenant Colonel Brant) on the part of Captain Crosman, who is a material witness, and has testified against him on this investigation,’ and contending ‘ that it is competent for him to show the prejudice and hostility existing in the mind of a person whose testimony is to be used against him.’ This was not, in the opinion of the court, the tendency of the question; but it was to inquire into Captain Crosman's conduct on a much broader ground than the court have a right to embrace in hearing testimony with reference to it. Any question tending directly to ascertain the existence of malice or prejudice on the part of any witness, in a manner affecting the weight of that witness's testimony before the court, will be admitted as just and proper; but the court cannot allow questions put under that plea to embrace a latitude absolutely tending to investigate the conduct of persons not before it for trial, and on points not tending to show whether or not there existed either malice or prejudice calculated to affect the testimony of such person as a witness. Besides, the communication is inadmissible, because it imbodyes at full length the question overruled by the court under its previous decision; thus seeking another means of placing upon the record a question which had been ruled out of order. The last communication from Lieutenant Colonel Brant cannot, therefore, be placed upon the record.”

S. L. LEBEAUME, a witness, duly sworn, answers :

Question by court. Are you a merchant, doing business in this city? and how long have you lived here?

Answer. I am; I was born and have been raised here.

Question by court. Do you know the two buildings, the brick and frame warehouses at the corner of Second and Laurel streets—the frame one fronting on Second street? and, if so, will you please state what, in your opinion, would have been a fair and just rent annually for these two buildings for (say) the last three years?

Answer. I know them. I believe that, on an average for the last three years, from \$700 to \$800 would have been a good rent for the brick building; and, for the frame building, from \$300 to \$400.

The court directed it to be recorded that, Lieutenant Colonel Brant having no question to put to this witness, he was discharged.

N. E. JANNEY, duly sworn as a witness, answers :

Question by court. Are you a merchant, doing business in this city? and how long have you lived here?

Answer. I am; and I have been here nearly four years.

Question by court. Do you know the two buildings, the brick and frame warehouses situated at the corner of Second and Laurel streets—the frame one fronting on Second street? and, if so, state what, in your opinion, would have been a fair and just amount of rent for these two buildings for the last three years.

Answer. I know the buildings. I have had little experience as to rents of that kind of property—rents of houses used as I suppose those are. I would say for the brick, \$400 per annum; and the frame one next to it, \$200. My answer is predicated, not upon what I consider the value of the houses, but the current rents of the city. I have not been in them. I examined them this morning on the outside. The brick appears to be twenty-five feet front, and from seventy to ninety deep—two floors and a loft. I do not know whether there is a cellar; my estimate was exclusive of a cellar.

Question by court. Do you occupy a building on Chesnut street as a store? and, if so, what is its size and extent of accommodation; of what materials is it built; how situated with regard to the steamboat landing; and what annual rent do you pay for it?

Answer. I do occupy a storehouse on Chesnut street, between Main and Front, of stone, three stories high, fifty feet front by forty deep, and one large stone house between it and the river. I leased it, and another adjoining it, on the 6th of April, 1837, for four years, for \$2,500 per annum, and re-leased the other for \$1,700 per annum, leaving me to pay \$800 per annum for the one I keep. The value of this is affected by the entrance; there is no interior communication between the ground floor and the second floor; the ground floor is used as a storeroom. I enter to the second story, at the end, by going up two pair of stairs. The other building (which I have spoken of as leased and re-leased by me) is smaller than this; and its high rent is owing to its being on Main street; and it accommodates the occupant with his family residence above, and his hardware store below.

Question by court. To what extent is the rent of the building you occupy, fronting on Chesnut street, affected from the want of an interior communication directly from the lower to the second story?

Answer. It is difficult to say. I think such a communication would enhance the value of the building \$200 a year, if the lower floor were dry enough for general business transactions. As it is, it would raise the rent of it \$150.

Question by court. What sum would it cost to effect such a communication?

Answer. I do not know.

Question by court. For what purposes do you occupy the stone building? State whether you are in the habit of receiving heavy or large packages into the upper or second floor of the stone building; and what facilities, if any, there are for getting such packages into the upper part of the building, there being no connexion between the lower or ground floor and the second story.

Answer. I occupy it for my business, which is the queensware, glass, and china, wholesale. I meant to say there is no interior *stairway* from the first floor to the second; there is a hatchway, and through it heavy packages are hoisted up by a wheel and rope. I do receive very heavy and large packages.

Question by Colonel Brant. Will you please to state, if the brick building on Laurel street is of the dimensions you have supposed, why you believe it to be worth only \$400 per annum, when you pay \$800 for that occupied by you? Is the building on Chesnut street more convenient than the one on Laurel street, or the ground on which it is erected more valuable?

Answer. The building I occupy is decidedly more convenient in respect of locality than the one on the corner of Second and Laurel streets. Its value is greatly enhanced by its being in a central position as regards the large business of the city. I do not know that the ground it stands on is more valuable than the other.

Question by Colonel Brant. What rule have you observed in forming your judgment as to the just rent of buildings on Laurel and Second streets, you being a resident on Chesnut street?

Answer. I judge from the general rents of the city.

Question by Colonel Brant. Were you called upon by Captain Crosman, or any other person, to fix in your own mind the rent of the buildings referred to in your testimony? and when?

Answer. Captain Crosman informed me yesterday that I would probably be examined before this court on this subject. He did not ask me my opinion as to the rents, nor did I tell him. I had to examine the buildings to form an opinion.

Question by Colonel Brant. Do you mean to say that the building on Chesnut street is more valuable, as being nearer to the main landing for steamboats, than that on Laurel street; and that it is more convenient as a warehouse for storing goods?

Answer. I did not mean to say that the greater convenience of the store on Chesnut street was owing to its being nearer the landing, but because it is in the midst of the heavy business houses of the city.

Question by Colonel Brant. From whom do you rent the building on Main street, and the one on Chesnut street?

Answer. Messrs. Collier & Powell.

The court adjourned to meet on Monday at 10 o'clock.

MONDAY, JANUARY 21, 1839.

The court met pursuant to adjournment.

Present: All the members.

E. PRICE, duly sworn as a witness, answers:

Question by court. Are you a merchant, doing business in this city? and how long have you lived here?

Answer. I am; and I have lived here since 1820.

Question by court. Do you know the two buildings, the brick and frame warehouses at the corner of Second and Laurel streets—the frame fronting on Second street? And, if so, what, in your opinion, would have been a fair and just rent for these two buildings for the last three years?

Answer. I know them. I should say about \$600 a year was a fair rent for the brick building during the last three years, and for the frame \$300 per annum.

Question by court. Were you formerly master of the steamboat *Chester*, of this port? And if so, did any circumstance ever come to your knowledge, whilst master of that boat, which led you to believe Lieutenant Colonel Brant was interested in the house of Hill & McGunnegle? If yea, state all the circumstances.

Answer. I was master of that boat. I do not know, and I have no reason to believe, that Major Brant was a partner or interested in that firm. When that boat was attached in New Orleans, to answer a claim against that firm, Hill, the partner, gave me an instrument in writing, showing a transfer of their interest in said boat (one-third or one-sixth, I believe,) to Major Brant, to release the boat from the attachment. No transfer of such interest was made on the account books of the boat. I do not know that Major Brant knew of this matter. I was one-third owner. This was in 1834 or 1835, I think.

Question by court. Have you the bill of sale referred to in your testimony, and will you produce it to the court?

Answer. I returned it to Mr. Hill.

Question by court. Do you know of any reconveyance to Hill & McGunnegle, by Lieutenant Colonel Brant, of the share in the boat you have just referred to? or can you say how long Lieutenant Colonel Brant continued to have any interest in said boat?

Answer. I know of no reconveyance. I never saw any such bill of sale. I cannot say how long he continued to have any interest in said boat. It was my opinion that Hill & McGunnegle gave that bill of sale as a sham, to get the boat clear of the seizure at New Orleans. I do not know that such was the fact; but it was my opinion.

JOSEPH CHARLESS, duly sworn as a witness, answers:

Question by court. Are you a merchant, doing business in this city? and how long have you lived here?

Answer. I am a druggist. I have lived here thirty years.

Question by court. Do you know the two buildings, the brick and frame warehouses at the corner of Second and Laurel streets—the frame one fronting on Second street? And if so, what, in your opinion, were the rents of these buildings worth per annum for the last three years?

Answer. I do not know as to the extent of the frame; and I have never been in either: I judge from the external appearance of them. I should say a fair annual rent for them, for the last three years, would be \$600 for the brick, and \$300 for the frame. I would remark, that I am not much acquainted with rents in that part of the town.

A. G. FAREWELL, duly sworn as a witness, answers:

Question by court. Are you a merchant, doing business in this city? and how long have you resided here?

Answer. I am; and I have lived here since the fall of 1834.

Question by court. Do you know the two buildings, the brick and frame warehouses corner of Second and Laurel streets—the frame one fronting on Second street? And if so, will you please say what, in your opinion, the rents of them were annually worth for the last three years?

Answer. I know them. I have not been in them, and cannot state the value as well as if I had examined them particularly on the inside. I know their size, and can give my impressions as to what they are worth. I think the brick one worth, for the last three years, an annual rent of from \$600 to \$650. I do not know the dimensions of the frame; I suppose it is about 35 or 40 feet wide by about 50 feet deep; and if that be correct, I value it at \$350 per annum. If it is 70 feet deep, I would value it at \$400.

The court adjourned to meet to-morrow at 10 o'clock.

TUESDAY, JANUARY 22, 1839.

The court met pursuant to adjournment.

Present: All the members.

The following papers, received by the recorder from the office of the Adjutant General of the army, and read in court on November 28th, were again read to-day, and ordered to be placed in the appendix:

Letter from B. W. Alexander to Captain Crosman, dated 6th of January, 1838; subject, the price of forage. No. 18.

Auctioneer's bill of sale of nine horses, October 17, 1837; sold by Captain Crosman. No. 3.

Letter of Hempstead, Beebee, & Co., 6th January, 1838, to Captain Crosman; subject, price of forage. No. 16.

Letter of Edward Tracy, 6th January, 1838, to Captain Crosman, on price of forage. No. 15.

Letter from Captain Kingsbury to Captain Crosman, dated December 9th, 1837; storehouses. No. 8.

Letter from J. McCausland to Captain Crosman, 13th December, 1837; subject, ownership of storehouses. No. 9.

Letter of Quartermaster General to Captain Crosman, November 22d, 1837; subject, Major Brant's accounts, &c. No. 41.

Letter of acting Quartermaster General to Captain Crosman, December 13th, 1837; subject, Major Brant's accounts, &c. No. 42.

Letter of acting Quartermaster General to Secretary of War, February 14, 1838; subject, Major Brant's accounts, &c. No. 43.

Letter of acting Quartermaster General to Major Brant, June 2d, 1838. No. 44.

Letter of acting Quartermaster General to Captain Crosman, April 18, 1838. No. 45.

The following papers, received by the recorder a few days ago from the office of the Quartermaster General, were read over to the court, and recorded or placed in the appendix, as hereinafter noted:

THE UNITED STATES

To John Kimball,

Dr.

May 12, 1837. For 1 bay horse, for dragoon service, 15½ hands high and 5 years old	\$87 00
For 2 canoes, for feeding dragoon horses, delivered at the pastures, at \$6 50 each	13 00
For 3 bushels of salt, at 75 cents per bushel	2 25
	<hr/>
	\$102 25

Received, St. Louis, May 12, 1837, of Major J. B. Brant, one hundred and two dollars and twenty-five cents, in full of the above account.

(Signed duplicates.)

JOHN KIMBALL.

THE UNITED STATES

To John Kimball,

Dr.

July 27, 1837. For the following horses furnished for dragoon service, viz: 10 bays, 3 blacks, 1 sorrel, and 1 gray: total 15 horses, at \$120 50 each - - - - \$1,807 50

Received, St. Louis, July 31, 1837, of Major J. B. Brant, quartermaster United States army, eighteen hundred and seven dollars and fifty cents, in full of the above account.

(Signed duplicates.)

JOHN KIMBALL.

THE UNITED STATES

To John Kimball,

Dr.

September 1, 1837. For 48 bushels of corn, at 75 cents per bushel	- - - -	\$36 00
For 60 bushels of oats, at 62½ cents per bushel	- - - -	37 50
For 1 ton of hay	- - - -	23 50
For 8 good sound horses, (2 bays, 2 grays, 3 sorrels, and 1 black,) at \$112 50 each	- - - -	900 00
For 1 good sound mule	- - - -	75 00
For 1 four-horse road wagon, complete, with corn and feed troughs	- - - -	170 00
For 1 set four-horse wagon harness, complete	- - - -	50 00
For 3 common saddles, at \$10 each	- - - -	30 00
		<hr/>
		\$1,322 00

Received, St. Louis, September 13, 1837, of Major J. B. Brant, quartermaster United States army, thirteen hundred and twenty-two dollars, in full of the above account.

(Signed duplicates.)

JOHN KIMBALL.

QUARTERMASTER'S OFFICE,
St. Louis, November 14, 1836.

SIR: In answer to your letter of the 28th ultimo, covering a copy of a communication from Lieutenant Kingsbury, assistant commissary of subsistence, to the Commissary General of Subsistence, dated 9th of October, on the subject of a warehouse for the safekeeping and preservation of the subsistence stores in his charge, I have to state that I was not aware that a separate building or room was to have been furnished for that department here, until the Commissary General had sanctioned the application; this seems to be the view taken of the matter by Lieutenant K. himself, whose object is to obtain a house or room entirely subject to his own control. In this view I fully concur, as it would be as great an inconvenience to me to have the house in which I keep the public stores committed to my charge

subject to be entered at all times by other persons, as it would be to Lieut. Kingsbury in his case.

The storehouse occupied for public purposes at this place consists of a cellar, (too wet for use,) a first and second story, and a garret; and measures $67\frac{1}{2}$ feet in depth, by 20 feet in width in front. The second story and garret are occupied by the clothing, camp equipage, dragoon saddles, and quartermaster's stores remaining on hand; and the first story for stores received for transportation and distribution. There have been received here for the latter purposes, between the 1st of January and 31st October last, 1,200 boxes, 1,165 barrels, 200 tierces, 183 sacks, 972 kegs, 777 pigs of lead, and 11 field cannon and carriages, with their equipments. In addition to the foregoing, there have been stored in said warehouse, for the subsistence department, between the 1st of June and 3d October last, 429 barrels and 64 boxes, of which some 20 barrels and 9 boxes still remain on hand.

You remark, "Nor is the necessity of this perceived, when a house is rented in St. Louis at \$600 per annum, which, as appears by your report, is occupied for storing public supplies." With regard to the value of the house in question, I have requested two respectable citizens of this place to examine it, and to state, in writing, what they would consider to be a fair rent therefor, during the past, as well as the present and ensuing year. By their statement herewith, you will perceive that they estimate it at \$1,000 per annum; which, I presume, will be the charge from the 1st instant. Immediate arrangements will be made to furnish Lieutenant Kingsbury with suitable storage for the public supplies in his charge.

I have the honor to be, sir, with much respect, your most obedient servant,

J. B. BRANT, *Quartermaster.*

Major T. Cross,

Acting Quartermaster General.

The report of persons and articles, &c. employed and hired at St. Louis, Missouri, during the month of September, 1836, by Major J. B. Brant, quartermaster United States. [From this report the court directed the following items to be copied on the record: "One house, 1st September to 30th September—one month, at \$50 per month; owned by George K. McGunnegle—\$50 paid—occupied for storing public supplies."

"Richard Morgan, July 1 to 30th September—61 days, at \$1 a day; owned by ———; \$61 paid—services rendered, public warehouse and quartermaster's office."

This report, certified and signed by "J. B. Brant, quartermaster," which Colonel Brant admits in court to be his proper signature, and that the report is authentic and his official act.

Report of persons and articles employed and hired at St. Louis, Missouri, during the month of October 1836, by Major J. B. Brant, quartermaster United States army. [From which the court directed the following item to be copied on the record:]

"One house, 1st October to 31st October, at \$83 $\frac{1}{3}$ per month; owned by George K. McGunnegle—amount due, \$83 33—occupied for storing public supplies."

This report, certified and signed by "J. B. Brant, quartermaster," which Colonel Brant in court admits to be his proper signature, and that the report is authentic, and his official act.

These papers recorded, or extracted from, as before mentioned, the court directed to be returned to the office of the Quartermaster General, for the Treasury of the United States.

The official and certified copy of a letter from the acting Quartermaster General to Colonel Brant, dated October 28, 1836, (and to which his letter this day read and recorded is an answer,) the court directed to be placed in the appendix, No. 46.

A copy of a paper signed Edward Walsh and John B. Sarpy, estimating the annual rent of the building at the corner of Second and Laurel streets, certified by Colonel Brant to be a true copy, and of which another copy has been already proved before this court, and placed on the record, the court directed to be returned, with the other original papers, to the office of the Quartermaster General. (See page 116.)

JOHN HAVERTY, a witness, again called into court.

Question by court. Are you acquainted with the signature of John Kimball? If so, look at the three vouchers now shown you, viz: One dated May 12, 1837, for \$102 25, received from Major J. B. Brant; one dated July 31, 1837, for \$1,807 50, from same; and one dated September 13, 1837, for \$1,322, received from same, by the said Kimball; and say if the signatures of his name to the receipts attached to those vouchers are his handwriting. Who wrote the vouchers?

[The vouchers shown to the witness with this question were those this day read in the court and before recorded.] (Pages 197 and 198).

Answer. I am acquainted with the handwriting of John Kimball, and I believe the signatures to these vouchers to be his handwriting. These vouchers are made out in my handwriting.

The following letter was presented by Captain Crosman :

COURT-ROOM, ST. LOUIS, *January 22, 1839.*

SIR: The papers that have just been read make it proper I should say to the court, that I think they show new grounds of accusation against Lieutenant Colonel Brant.

It would seem that the United States paid for the salt and troughs for the use of the horses in Lieutenant Colonel Brant's pasture. It seems, also, that forage was purchased of Kimball for the public use. I believe that all the public horses in charge of Lieutenant Colonel Brant, at the time, were either foraged and pastured, or kept at livery. I do not, therefore, understand these new charges for salt, canoes, and forage; and, in my opinion, Lieutenant Colonel Brant ought to explain them to the court. I bring the subject to the notice of the court, that he may be called on to explain it.

It appears, also, by the "report of persons," &c., for third quarter 1836, that "Richard Morgan" was hired at one dollar per day in quartermaster's store and office. I request the court will call for this voucher. I believe this same Richard Morgan is a slave, then and now the private property and servant, or coachman, of Lieutenant Colonel Brant.

Very respectfully, your obedient servant,

G. H. CROSMAN, *Captain, &c.*

Lieut. J. F. LEE, *Recorder, &c.*

The court directed the following decision to be recorded :

"The court decide, with reference to the communication from Captain Crosman of this morning, that it is inexpedient to enter into any inquiry upon the subjects mentioned in that letter, inasmuch as it does not set forth any allegations in a form suggesting any course of action on the part of the court, with reference thereto. The court cannot take up any matter of accusation, unless presented to it with specifications purporting to show wherein there has been misconduct on the part of Lieutenant Colonel Brant; so that the testimony necessary to be taken may be directed to the points embraced in such specifications."

The president of the court here informed Colonel Brant that the court would wait until Friday morning at 10 o'clock for papers and documentary evidence, for which they had written to Washington, as he had been informed; that if the said papers and documentary evidence do not arrive on that day, the court propose to call and examine witnesses on his part, provided he will consent that said papers and evidence may be introduced and acted on by the court whenever they are received: to which Colonel Brant assented; and the court adjourned to meet on Friday morning at 10 o'clock.

FRIDAY, JANUARY 25, 1839.

The court met pursuant to adjournment.

Present: All the members.

The following letter was presented by Captain Crosman :

ST. LOUIS, *January 25, 1839.*

SIR: In consequence of the decision of the court on the day of its last adjournment, with reference to my letter of that day, I respectfully submit this statement to the court :

1st. That the voucher dated May 12, 1837, read in court, and recorded on Tuesday, shows that Lieutenant Colonel Brant made the United States pay for two canoes used for feeding dragoon horses pastured on his farm, at \$3 per week for each horse; which charge against the public for said canoes was improper, and for his own pecuniary benefit.

2d. That his official "report of persons, &c., for September, 1836," shows that the United States were charged \$1 per day for the services of Richard Morgan in the warehouse and quartermaster's office for 61 days. It appears by said report that the account for said Morgan was made out in the same manner as the account of John Haverty, the clerk in the office; that is, as though he was a free man; and, consequently, that he signed the voucher as such. I believe, and expect to prove, that said Morgan was a slave, the property of Lieutenant Colonel Brant, and at that time his private servant or coachman. In this transaction and account I impute to Lieutenant Colonel Brant conduct highly improper.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN,

Captain 6th Infantry, Assistant Quartermaster.

Lieutenant J. F. LEE,

Recorder, &c., Court of Inquiry.

The president of the court said to Colonel Brant, that, in consequence of these charges to-day presented by Captain Crosman, the court felt it their duty to investigate them, notwithstanding their decision on Tuesday that they would to-day call and examine witnesses in his behalf. Colonel Brant stated to the court his willingness that these charges should be investigated.

JOHN HAVERTY, again called into court, a witness, answers :

Question by court. Examine the papers now shown to you, and say whether the items and entries therein made are in your own handwriting.

[NOTE.—The vouchers, May 12, 1837, and "report of persons," &c., for "September, 1836," read and recorded on Tuesday, were shown to the witness with the above question, [pages 197, 199.]

Answer. They are in my handwriting.

Question by court. Do you know the man Richard Morgan, there reported to be hired for the United States ? and, if so, is he a white man or a slave ? and if the latter, to whom did he belong at the time mentioned in the report, and who owns him now ?

Answer. I know the man Richard Morgan. I know he is a negro ; and he is reputed to belong to Colonel Brant, and was so reputed at the time mentioned in the report ; that is, Colonel Brant was his assumed master. I never saw any bill of sale.

Question by court. Was he, or not, at or about that time, a private servant and the coachman of Lieutenant Colonel Brant ?

Answer. He was owned, as I suppose, by Colonel Brant. I have seen him sometimes drive Colonel Brant's carriage. I know that he was employed about Colonel Brant's house, when not employed in the warehouse, or on other public duty. I kept a check of his time.

Question by court. As the report of persons and articles hired, &c. is made out in your handwriting, why, if Richard Morgan was a slave, the reputed property of Lieutenant Colonel Brant, was he not thus reported under the proper head of "by whom owned," in said report ?

Answer. I cannot say.

Question by court. What was the nature of the check you kept of Morgan's time ? Was it of days' or of hours' service ? In making out the monthly report of his labors, did you merely credit him with the precise time devoted by him to the public service ?

Answer. I kept a running check of his time ; frequently days, frequently half-days were noted. In some instances I was obliged to exercise my own discretion in putting together hours to make days or half-days. For instance, he was every day employed in the office, cleaning out, making fires in winter, going errands, &c.

Question by court. Look again at the report of persons, &c., hired ; and say whether Morgan, during the period set opposite his name, was exclusively devoted to the public employment, or whether, during that time, he served Lieutenant Colonel Brant as a servant.

Answer. I thought my former answer embraced that. I kept the check of his time for the period mentioned in this report. It is my opinion that the time charged was given to the public service ; that is, 61 days were made up, by counting all the parts of days and hours that he worked for the public.

Question by court. For what length of time, or how many years, has the slave Richard Morgan been thus hired to the United States, and reported in this manner?

Colonel Brant presented the following note :

Lieutenant Colonel Brant objects to this question, on the ground that it is eliciting a reply from the witness, which cannot be used as evidence in this case, being too vague and indefinite in its character ; and, besides, there being testimony of a higher order, (to wit, written testimony,) showing the period of time for which said slave was hired to the Government.

The court did not sustain the objection.

Answer. I say I cannot answer the question with sufficient certainty without referring to documents. By general recollection, he was employed in 1835 ; the exact time I cannot give. He was employed in 1836, anterior to the time mentioned in that report. He has been recently employed in that manner. He was reported in the way he is reported in the paper shown to me, leaving blank in the column headed "by whom owned."

Question by court. Look at the voucher now shown to you, and say whether the items there inserted are in your own handwriting ; and, if so, what "pasture" did you understand to be referred to where the canoes were to be used?

[NOTE.—Voucher dated May 12, 1837, signed by Kimball, here again shown to witness. See page 197.]

Answer. I presume the pasture where the dragoon horses were kept. I know of but one pasture where those horses were kept in that year, (1837,) north of St. Louis. The voucher is in my handwriting.

Colonel Brant presented the following note :

Lieutenant Colonel Brant submits to the court that the allegation just filed by Captain Crosman, charging him with improper conduct in buying two canoes and sending the same to his plantation for the use of the public horses, is vague and indefinite, in this : that it does not allege that there was a charge made, at the same time the canoes were purchased, of \$3 per week for each horse ; and that horses were kept there at that date (12th May, 1837,) on said plantation.

The court decided that the imputation upon Lieutenant Colonel Brant is sufficiently explicit.

Question by Colonel Brant. Do you know what was the usual rate of wages per day for laborers in the summer of 1836—board wages?

Answer. It varied from one dollar and a quarter to a dollar and a half—that is, the man finding himself ; and sometimes more, where the person was employed by the hour. Sometimes they paid 25 cents an hour.

Question by Colonel Brant. Was Richard Morgan an able-bodied and efficient laborer in the summer of 1836, and the other periods mentioned in your testimony?

Answer. So much so, that I much preferred him to any person I could get ; he having acquired a facility in handling casks, barrels, &c.

Question by Colonel Brant. State whether you know any other laborer who could at all times have been procured, when required for the public service, as capable, industrious, and in whose honesty you could confide, as

Richard Morgan ; and whether his being employed tended to facilitate the despatch of public business.

Answer. I know of no person who could be got by the job equally suitable. Such a person might have been got, if hired continuously or by the quarter. His being employed very greatly facilitated the despatch of public business, in consequence of his dexterity and address ; and I had always the greatest confidence in his integrity and honesty. I am satisfied that no person could have been got on the same terms, to be subject, at all times, to the call of the service.

Question by Colonel Brant. Do you recollect about what time the purchase of horses for the 2d regiment of dragoons commenced in 1837 ?

Answer. My recollection is vague ; but, according to my best recollection, some time in May.

Question by court. What were the monthly wages of an able-bodied slave during the summer and autumn of 1836 ? Do you know that any efforts were made to get any other laborer than Morgan for the quartermaster's department here ?

Answer. I do not know what were the monthly wages at that time. I know of no efforts to get any other laborer in the place of Morgan. I frequently made efforts to get laborers on the river bank, and frequently unsuccessfully, when stores were crowded and hands wanted in haste ; and, in those cases where I succeeded, it was frequently by paying an extravagant price—sometimes 12½ cents, and from that to 25 cents an hour.

Question by court. What were the habitual duties of Morgan in the quartermaster's department ?

Answer. Assisting to receive stores at the steamboat landing at times ; placing said stores in warehouse ; delivering them for shipment ; weighing them ; frequently making and repairing boxes ; coopering casks ; going errands for the office ; attending to the office in the mornings, and as frequently during the day as it was necessary to call him ; sweeping and cleaning out the public warehouse. This is the general scope of the duties he was in the habit of performing.

Question by court. Were the accounts for Morgan's services made out in your handwriting ? In whose name were the accounts made out ? And who receipted for the money on said accounts ?

Answer. They were made out in my handwriting, and in Morgan's name. He receipted for the money.

Colonel Brant presented the following note :

COURT-ROOM, January 25, 1839.

SIR : If the court wishes to extend its inquiry relative to the different periods of time during which Richard Morgan was employed as a laborer for public business, and a charge made therefor in the accounts of the quartermaster at St. Louis, I will have search made for such vouchers, and present them to the court.

Respectfully, your obedient servant,

J. B. BRANT,

Lieutenant Colonel United States army.

Lieutenant JOHN F. LEE,

Judge Advocate and Recorder Court of Inquiry.

The court replied that it will receive any vouchers tending to elucidate this subject which Lieutenant Colonel Brant may choose to lay before it, and every consideration shall be given to them with that view.

The court adjourned to meet to-morrow at 10 o'clock.

SATURDAY, JANUARY 26, 1839.

The court met pursuant to adjournment.

Present : All the members.

MR. AMBROSE BRUEN, a witness called on the part of Colonel Brant, being duly sworn, answers :

[NOTE.—This witness was called at this time, in consequence of the application of Lieutenant Colonel Brant, stating that the said witness is about to leave the city.]

Question by Colonel Brant. Did you reside in the city of St. Louis in the summer and fall of 1837? and what was your occupation during that time?

Answer. Yes. I kept a livery-stable here at that time with Mr. Kimball. The firm was J. Kimball & Co.

Question by Colonel Brant. Do you know the plantation about three miles north of this city, formerly owned by Lieutenant Colonel Brant, and on which the public horses were pastured and fed by Wm. Dowler, in 1837? If so, state whether it was then well adapted, as regards shade, range, water, and grass, for keeping horses.

Answer. I know it very well: the range is about eighty-five acres, as I have heard it generally estimated by the neighbors. It has good shade, and the best water I have seen in this country, I think. The pasture was good when the horses first went in. I think it was all in one field, but I am not positive.

Question by Colonel Brant. Were you at that plantation on several occasions during the time public horses were kept there in 1837? If so, have you any knowledge of the manner in which those horses were fed and kept at that time?

Answer. I was up there a number of times; I always thought the horses were kept well and well fed. I always saw shelled corn in the troughs, or corn on the stalk cut up and thrown into the field; but the latter part of the season I was not there so frequently. I was there when the last drove of horses were taken out.

Question by Colonel Brant. Had you seen any of the public horses after they were purchased, and before they were sent to the plantation; and did you see them afterwards while there? Did they seem better or worse for the change to the plantation? What was their appearance?

Answer. It was my opinion that they generally improved in the pasture. I saw them before and after they were sent there.

Question by Colonel Brant. Did Lieutenant Colonel Brant, at or about the time when he commenced buying horses for the public service in 1837, speak to you upon the subject of procuring a suitable place to keep them at in the vicinity of St. Louis?

Answer. Yes. He spoke to me about our keeping them. I told him we could not; we were full, as all the stables were pretty much; and I advised him to send them to the country.

Question by Colonel Brant. State whether, in your opinion, the public horses, by having the range of the fields above mentioned, and plentifully supplied with food and water, were likely to be in as good a condition for active service as though they had been stabled for the same period.

Answer. I have always thought it better that they should have had the range of the field, for exercise, and be well fed, than to be confined in a close stable.

Question by Colonel Brant. Did Lieutenant Colonel Brant manifest any desire, to your knowledge, to have the public horses kept at the plantation in charge of Wm. Dowler, or the contrary?

Answer. He never stated to me any thing of that kind; he only said he wanted them kept somewhere. It was the opinion of myself and others that they should be kept in the country or some place. He did not appear anxious to keep them.

Question by Colonel Brant. State whether you kept public horses at livery in the summer and fall of 1837; the price per week which you charged for each horse; and, supposing you had rented the plantation spoken of, what you would have charged or thought a fair price for keeping horses there in the manner they were fed and tended by Dowler, with the trouble of taking them out from the city to the plantation, as they were required to be, to your knowledge.

Answer. I kept at livery a number. My price was \$3 a week for any number. For a single horse we charged \$3 50 a week for a single week; for a single horse, for more than a week, we charged at the rate of \$3 a week; for a single horse, for a day or less than a week, we charged 75 cents a day. If I had kept those public horses on that farm, in the manner as stated in the question, I would not have charged less than \$3 a week. I would sooner have kept them in the stables and lots in St. Louis, than have been at the trouble of carting corn out to them. It was a great trouble in driving them to and from the pasture.

Question by Colonel Brant. Please state whether it is the usual practice at the livery-stables in this city to have the horses kept there exercised daily: would so doing increase the expense to the owners of the stables? Would you, in the summer and fall of 1837, have agreed to keep the number of horses which your stables would have contained, and had the requisite exercise given them, for \$3 per week?

Answer. No. We never made a practice to exercise horses, unless we had time; we always charged extra if we did it. I could not state how much we charged for exercising them, because we never would do it. We always let every man exercise his own horse. It is not the usual practice to exercise them. It does increase the expense to the owner of the stable to exercise horses. It would take double the men to do it.

Question by Colonel Brant. Did Captain Crosman call upon you in the fall of 1837, and inquire about condemned public horses? If so, what conversation ensued between you and him on that occasion; and can you state the date thereof?

Answer. I cannot state the date. It was about the time there was to be, or had been, a sale of condemned horses. The Captain came into the yard where I was; one or two gentlemen were with him. At that time I did not know Captain Crosman from any other man. He came there, and asked me if I had any horses for sale. I told him yes. He went up and looked at them. He said, your horses look bad. I told him they had been

half-starved in the pasture. I meant to try and sell him the horses. I did not know he was a Government agent, and I was trying to sell these Government horses. When a gentleman comes to me to buy horses, I always put on him the best story I can to sell my horses, and get the biggest price for them. He then asked if I would swear to that? or said that he would have me sworn to it; or something to that effect—I do not know which it was now. He spoke to me here in town one day about the same thing. I then told him, as near as I can recollect, how it was: I stated to him that those horses he was looking at then were some condemned horses left there for sale; and that the horses Major Brant had kept were all gone, and nothing to do with those under the shed, and were all thrown off his hands. This is as near as I can recollect about it. Of those horses examined by Captain Crosman, I think three came from the pasture, and four, I think, were estrays.

Question by court. You mentioned in your previous testimony that the pasture was good when the horses were first put in: how long did the pasturage continue good, and afford a sufficiency of grass for the number of horses kept there? In what condition was the grass a month or six weeks afterwards?

Answer. I think it was good pasture for two months. I had opportunities of observing frequently: I was out there every week, on an average; sometimes every other day, sometimes daily.

Question by court. Who purchased the grain or other forage fed to the public animals at pasture on Lieutenant Colonel Brant's plantation at the time alluded to?

Answer. We purchased a good deal at our stable for Major Brant. We sent out a number of loads of shelled corn. He purchased the rest himself, I believe.

Question by court. How many United States horses were at any one time kept in your stables; and how many mules at any time did you keep at your stables and sheds in town?

Answer. I cannot state the number of horses exactly: I think twenty horses, kept over three days, was the highest. One drove of about 160, and one drove of 100, were brought down from the field and kept in our lot half a day; we did not feed them, and charged nothing for their being put in there. We never kept any mules in our stable or sheds in town; not more than half a dozen at a time staying there a half-day or a day, or may be near a week, till we could take them out to the pasture. Sometimes a drove of mules going to the pasture were put in our lot, but not fed, and no charge was made for them. I recollect one drove, which, however, staid only one night.

Question by court. Did you know J. O. Bradshaw, formerly of this place; and did he keep a livery-stable in St. Louis in the summer or autumn of 1837? And, if so, did he keep at livery United States horses; and how many? Were they constantly kept in his stable for a day or two, and then sent to the pasture, and their places in the stable supplied by others?

Answer. I knew him; and he kept a livery-stable here in the summer and autumn of 1837. He kept United States horses at that time, and had about as many as I had; that is, eight or ten, or may be fifteen. He always had some. They were generally kept there a short time, and then taken to the pasture in the same manner as with us. In carrying horses to the pasture, and bringing others to this city, there were always some few in his stable.

Question by court. You have said that John Kimball was a partner of yours in keeping a livery-stable in the summer or autumn of 1837: how many horses, if any, belonging to yourselves and private individuals, did you generally keep in your stables and sheds?

Answer. We would sometimes have from thirty to fifty; some days seventy, when travellers came into town. The stable would hold about forty-six or forty-seven.

Question by court. Do you mean to say that the horses branded U. S., which you showed to Captain Crosman in your stable or shed, had been condemned, or had been sent to the stable for sale?

Answer. I believe they were condemned. They were sold as condemned horses, as near as I recollect.

Question by court. If you were a partner of John Kimball in keeping a livery-stable in 1837, why were not the receipts for money paid you for keeping horses at livery in your stable signed by the firm—that is, in both your names?

Answer. Unless it was a transaction of his own that did not concern the stable, and about which I know nothing, the accounts were always signed by "J. Kimball & Co."

Question by court. Were you, jointly with your partner, Mr. Kimball, employed to superintend the horses sent to the pasture? or were you in any manner employed by Lieutenant Colonel Brant about said pasture or horses, or in reference to them? What was the nature of the agreement between Lieutenant Colonel Brant and yourself or partner?

Answer. Mr. Kimball made the arrangement about superintending horses at the pasture; and he and I always attended to it. I presume there was an understanding about it, as the Major was there every two or three days to tell me what to do about it. I do not know what was the agreement as to compensation for superintending the horses at the pasture. If Mr. Kimball received any thing, I do not know it. I never charged any thing. Colonel Brant sometimes pointed out horses to us, which we took and put in our stable.

Question by court. You have said that the horses on Lieutenant Colonel Brant's plantation were abundantly fed and carefully attended to: do you mean to say that horses properly kept at livery could not have been as well fed and attended to as they were at the pasture?

Answer. A horse could be kept nicer and cleaner in a stable; but a horse that has been travelling 200 or 300 miles in a drove (as some of these had) would do better by being put in a pasture and fed, where he could have range, than if put on a hard stable-floor without exercise.

Question by court. You have said that but few, if any, of the United States mules were kept in your and Kimball's stables and sheds: where were these animals kept in the summer or autumn of 1837?

Answer. They were most of them kept in Major Brant's pasture.

Question by court. You have said that corn and oats were hauled out to Lieutenant Colonel Brant's pasture for the horses from St. Louis: by whom was this forage hauled, or under whose direction was it done? and who purchased the grain? If you know, state all the particulars.

Answer. Mr. Kimball and I purchased the grain, and Colonel Brant's team hauled it out. There were other drays or wagons, but I do not recollect which.

Question by court. Did you not say to Captain Crosman that some of the horses had been "half-starved" on Major Brant's plantation? (alluding to some eight or nine then in your stable;) and did you not afterwards request him not to inform Major Brant that you had mentioned it?

Answer. As I said before, I stated to him that these seven or eight horses were half-starved for want of grass. I do not recollect that I asked him afterwards not to mention it to Major Brant. I might have done so, because I first said it in order to sell the horses, and I did not wish afterwards to make any disturbance.

Question by court. Who owned the canoes at the pasture, out of which the horses were fed? Do you know where or from whom they were procured, and what has become of them? How many canoes were there in the pasture?

Answer. I do not know who owned the canoes, nor from whom they were procured, nor what has become of them. I think I saw two canoes, and three or four logs—perhaps more—dug out in the shape of troughs. These contained grain. I thought there was room enough for them to feed—perhaps not all at once, when 160 horses were in there together; but they had plenty of time to eat during the day.

Question by court. As you visited the pasture frequently while the horses were in it, did you or not see them have plenty of hay, and how often?

Answer. I do not recollect that I ever saw them have any hay. I did not think that they needed any hay at that season of the year.

Question by court. Do you recollect of Major Hitchcock and Captains Symington and Kingsbury being in your stable-yard some time in October, 1837? and, if so, did they seem to be examining the horses alluded to as having been condemned and subsequently sold?

Answer. I do not know their names, and am not acquainted with them. Two or three officers came in there with Colonel Brant to examine the horses.

Question by court. State to whom the horses and the forage taken out to the pasture were delivered, and who had the direction and control there.

Answer. Dowland, or some such name. I knew him personally; he was the manager of the farm.

Question by court. Can you state whether any sick horses were sent out to the plantation of Lieutenant Colonel Brant in May, 1837? If so, in what part of the plantation were they kept?

Answer. Some were kept in a lot on this side of the pasture field, on the west side of the Bellefontaine road; and some, I believe, were kept in the stable located in the field where the sick horses were kept, on the west side of the road. This was in May and June, 1837.

J. T. SWEARINGEN again called into court, a witness, answers as follows:

Question by court. Did you see the troughs out of which the United States horses were fed on Lieutenant Colonel Brant's plantation in the summer or autumn of 1837? and, if so, what kind of troughs were they? Were there any canoes amongst them?

Answer. I saw them. I think that most of them, if not all of them, were canoes.

Question by court. Do you know what afterwards became of these canoes? Did you, or not, see them afterwards? If so, when and on what occasion?

Answer. I do not know that I ever saw them afterwards.

Question by court. Did you attend an auction sale at Lieutenant Colonel Brant's plantation last autumn or winter? and were there any canoes offered for sale, or sold, on that occasion?

Answer. I did. Some canoes were sold there. I could not tell whether or not they were the same canoes I had previously seen.

Question by Colonel Brant. Did you see any canoes on the hill on the west side of the road leading to Bellefontaine? If so, how many do you recollect seeing there? and how many sold at sale alluded to?

Answer. I saw some canoes on the hill on the west side of the Bellefontaine road. I cannot recollect how many, but I should think as many as five or six. I do not recollect how many were sold at the sale. I saw some on the east side of the road, in the pasture where the horses were fed.

Question by court. Do you know whether the canoes which you saw at the plantation of Lieutenant Colonel Brant had been purchased from John Kimball in the month of May, 1837, at the price of \$13, for the United States?

Answer. I know nothing about that.

The court adjourned to meet on Monday at 10 o'clock.

MONDAY, JANUARY 28, 1839.

The court met pursuant to adjournment.

Present: All the members.

The judge advocate and recorder presented to the court the following deposition of JAMES S. LANE, taken, on the part of Colonel Brant, out of court, by order of the court, in consequence of application of Lieutenant Colonel Brant, stating that the said witness is about to leave the city.

Question by Colonel Brant. Was Captain Crosman in the habit of frequently visiting your counting-room in the fall of 1837, and winter and spring of 1838? Did he speak of Lieutenant Colonel Brant in hostile terms, or such as indicated vindictive feelings towards him?

Answer. Captain Crosman occasionally called at our counting-room during the year 1837, and in the winter and spring of 1838. I do not recollect that Captain Crosman ever mentioned Colonel Brant's name in my counting-room, except upon one occasion; and that was in a casual conversation respecting the charges that were in circulation about Major Brant. I cannot detail the whole conversation. I thought Captain Crosman showed hostile feelings towards Colonel Brant, although he expressly disclaimed it, and said that what he was doing was prompted by a sense of duty to the Government as an officer, or language to that effect. I cannot recollect the terms of the conversation. I judged that he entertained what may be called hostile or unfriendly feelings towards Colonel Brant. I would hardly call them vindictive feelings.

Question by Colonel Brant. Did Captain Crosman, during the fall of 1837, or at any subsequent period, state to you that great abuses existed, or had been committed by Lieutenant Colonel Brant, in the quartermaster's

department; that they should be brought to light; that he (Captain Crosman) considered the merchants of this city the proper persons to make, or bring forward, charges against Colonel Brant; and, if they did so, he (Captain Crosman) would back or sustain them?

Answer. I cannot say that Captain Crosman stated abuses existed. I inferred as much from what he said. I cannot say that he said abuses should be brought to light. He said something to this amount: that if the merchants felt themselves aggrieved, they could bring charges; and I think he said he would sustain them in it. I will not be positive as to the last, about his sustaining them in it. It may be a mere impression on my mind.

Question by Colonel Brant. Are you acquainted with the brick warehouse on the corner of Laurel and Second streets, and the frame building on Second, which adjoins it? If so, what should you consider a fair average rent for the brick tenement for the five years ending 31st December, 1836, and for the frame building during the year 1837?

Answer. I am acquainted with the two buildings. I can only answer as to the rent of the brick building, by a comparison with a building which I used as a warehouse and counting-room. I paid \$2,500 a year for a stone warehouse on Water street, three stories and a garret, about 30 feet front, and running back 60 or 70 feet, (and may be 80 or 90 feet—I am not positive as to the dimensions.) It leaked then, and does now. It is impossible for me to fix any value on that building corner of Laurel and Second streets, rents vary so much: sometimes 50 per cent. For example, the building I gave \$2,500 for, had rented the year before for \$1,600; and the year before that, for \$1,100. It now rents for \$2,000. I was not there till July, 1836. I cannot fix a value on the frame building. As to these rents, I do not know, except as to what I paid myself; the rest I heard from others.

Question by judge advocate. Who commenced the conversation? What induced Captain Crosman to say that if the merchants brought their charges he would back them, or words of similar import, as expressed in your testimony?

Answer. Perhaps I commenced it; perhaps Captain Crosman did. It was a matter of talk, and surmise or suspicion that there was some interest between Colonel Brant and Hill & McGunnegle that led to the remarks. I know nothing about any such partnership; and although there has been a good deal of talk about it, I know nothing to justify me in believing it.

Question by judge advocate. Did you, at the time referred to, or do you now, believe Captain Crosman has suffered his unfriendly feelings towards Lieutenant Colonel Brant to induce him to bring the accusations now undergoing investigation, or that Captain Crosman could be induced from that cause to do Lieutenant Colonel Brant a private or public injury?

Answer. I thought at the time that Captain Crosman had unfriendly feelings to Colonel Brant, or you may call them hostile feelings. He said what he did was done from a sense of duty. I have no opinion on the subject as to Captain Crosman's motives in bringing the charges.

Sworn to before me, this 26th day of January, 1839.

J. F. LEE,
Judge Advocate and Recorder.

Mr. David Wheeler, of Alton, stated by Captain Crosman to be an important witness, not having arrived, and the court having expected his attendance as early as Saturday morning, the court decided it was inex-

pedient to suspend its proceedings any longer on account of the absence of this witness, to whom a summons was issued on the 24th instant; and there being no other witnesses in support of the allegations, the court decided to close the inquiry upon that side, and to proceed now with the examination of witnesses on the part of Lieutenant Colonel Brant; it being understood, however, that should the papers which have been expected from Washington arrive before the conclusion of the testimony for the defence, the court will act upon them, in pursuance of the understanding heretofore made known to Lieutenant Colonel Brant.

JAMES LOVE, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Are you a resident of St. Louis? How long have you resided here, and what is your occupation, and how long have you pursued it?

Answer. I have lived in this place since August, 1834, and am a horse-shoer or farrier. I have pursued the business ever since I was a lad of fourteen. I am thirty-one years of age.

Question by Colonel Brant. Were you employed by Lieutenant Colonel Brant to shoe public horses in the summer and fall of 1837? and what number did you shoe?

Answer. I believe I shod that season five hundred and forty-nine public horses.

Question by Colonel Brant. Do you know where the horses shod by you were principally kept and tended?

Answer. I believe some at Mr. Kimball's; some at Mr. Myers's; some at Reecher's; some at Dubois's; and a vast number were brought from the pasture. I shod some at Jefferson barracks.

Question by Colonel Brant. Did you visit the fields where the horses alluded to were kept? and, if so, how did they seem to be fed and tended?

Answer. I visited the fields, but not often. I passed by the field several times; but I believe I was in the pasture only once. This was early in the fall, I believe. The horses appeared to be well fed. They were feeding them, and I stopped and looked at them. Some of them were very much improved. I went out to visit one or two sick horses in a field on the west side of the Bellefontaine road.

Question by Colonel Brant. Did you brand any of the public horses purchased in 1837? and, if so, was the brand put on them immediately after their delivery at St. Louis, and before they were sent to pasture?

Answer. Yes; I believe so.

Question by Colonel Brant. Did you notice the condition of the horses when you branded them, and afterwards when brought in from the pasture to be shod? If so, had they fallen away or improved in their appearance during the time they were in said pasture?

Answer. I do not recollect that any had fallen off, and many of them had improved.

Question by Colonel Brant. With your knowledge of horses, and the manner of keeping them at livery in this city, compared with the manner in which the public horses were kept and tended in the pasture referred to, which would you have preferred, with a view to their health and preparation for active service—the stables in the city; or the pasture, with the feed and attention there given, at the same price per week?

Answer. I think, candidly, that the horses were much better in the field, on account of exercise. I would have preferred to have my horses kept in that way in a pasture, than at livery, for the same price.

Question by court. You have said some of the horses were very much improved; had you seen these horses before they were placed in the pasture? Did you shoe and brand them yourself, or did you always see them when brought to your shop to be shod?

Answer. Those that I say had improved, I saw myself before they were sent to the pasture. I did not shoe all of them myself; it was done at my shop. I generally saw the horses sent to my shop.

Question by court. How many horses did you shoe at Jefferson barracks? Please state the time, and in what condition they were.

Answer. I do not recollect the number. More than half of the number I have mentioned, viz: five hundred and forty-nine, were shod at Jefferson barracks in August, 1837. They were in very good order; some of them fatter than I would wish to have them for a journey.

Question by court. Did you know J. O. Bradshaw? and how many United States horses did he keep, if any? how many at Kimball's stable? how many at Myers's? and also how many at Reecher's?

Answer. I knew Bradshaw. I do not know how many were kept at either stable.

Question by court. Were the horses you shod at Jefferson barracks, or any portion of them, the same horses that you had previously shod at St. Louis? If so, how many?

Answer. Some of them were; I do not recollect how many.

WILLIAM MYERS, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. At the sale of public horses made by Austin in 1837, did you purchase a horse or horses at the auction held by him in October, 1837? If so, will you please state his color, condition, and the price you paid for him?

Answer. I bought horses at the sale made by Darneille, and at the sale made by Austin. At one of these sales I bought an iron-gray horse, near sixteen hands high; good horse, in tolerable order; injured in the right hind pastern joint by a rope; he has got well of it. I do not recollect what I paid for him: either \$77, or somewhere along there—within a dollar or two. I think it was the last sale I bought at.

Question by Colonel Brant. Have you that horse now? and, if so, what do you value him at? or what could you get for him in cash?

Answer. I have refused \$125 for him. I have him yet.

Question by Colonel Brant. Do you know by whose direction the lot of horses were sold on the day you purchased the one alluded to?

Answer. I do not.

Question by Colonel Brant. Are you the keeper of a livery-stable in this city? and how long have you been so employed?

Answer. I am; and have been for about five years.

Question by Colonel Brant. What did you charge per week for keeping public horses in your stables and shed in the summer and fall of 1837?

Answer. \$3 a week.

Question by Colonel Brant. Are you acquainted with the plantation near this place on which the public horses were fed and tended in the summer and fall of 1837?

Answer. I am.

Question by Colonel Brant. Were you acquainted with the mode of feeding and tending said horses? and, if so, what do you think it was worth per week? taking into consideration the quantity and quality of the food, and the advantages of water, shade, and secure fences.

Answer. I was very little acquainted with the feeding them. I was there some three or four different times. I saw them hauling grain in the lot once when I was there, and feeding the horses. If they were as well fed there as they were in the stable, I should as lief have them there as in a stable.

Question by Colonel Brant. Do you believe that any other place for keeping the public horses in 1837 could have been had equally near to St. Louis, and affording like advantages, for a less price per week (say) than \$3?

Answer. I do not know of any.

Question by Colonel Brant. State whether, in your opinion, it was more beneficial for their health, and in order that they might more speedily be in a condition for service, that these horses should have been kept at livery-stables; or put in such pasture as that on the plantation of Major Brant, and being fed there, in addition, on grain, hay, &c., as much as they would eat?

Answer. My opinion is, that, if properly attended to, they would have done better in the field than in the stable.

Question by Colonel Brant. Please state whether it is the usual practice with the keepers of livery-stables here to have the horses kept in them regularly exercised; and, if such was required to be done, whether you would have agreed to keep as many horses as your stables would have contained, giving them the proper exercise, for the sum of \$3 per week, during the summer and fall of 1837?

Answer. We never exercise horses unless requested. I would not have kept as many horses as my stable would have contained for \$3 a week, giving them exercise. I do not know what I would have charged extra for exercising them. It would have taken two hands more; and at that time nothing was made by keeping horses at \$3 a week; and I always had my stables full without it.

Question by Colonel Brant. Are you acquainted with the kind of horses known here by the name of prairie horses, or French ponies? If so, state whether, in making a contract for keeping a large number of those animals, you would be willing to keep them at lower rates, each, per week, than the same number of horses of the description which you kept for the Government in 1837? And, if so, what difference in price per horse, per week, you would make between them?

Answer. I know the French pony horses. I should make \$1 difference at livery; charging that much less per week for French ponies.

Question by Colonel Brant. State whether you are acquainted with the livery-stable kept by John Calvert, in this city, during the summer and fall of 1837; if so, the number of stalls which it then contained; and how many horses it could have accommodated in addition to those usually kept there.

Answer. I know the stable. It contained between forty-four and forty-eight single stalls at that time. It was generally full. It would contain forty-four or forty-eight horses.

Question by court. Had you been the owner of the pasture which has been referred to, for what sum per head per week could you have afforded to receive and feed, in the manner they were fed, the public horses that were in that pasture in 1837?

Answer. If they were fed there three times a day, it would have cost nearly as much as if they were kept at livery.

Question by court. What kind of treatment would you adopt in preparing horses for the severest kind of service—such, for instance, as a very long journey, or for heavy draught?

Answer. For a long journey, I should put them in a good pasture, and feed them well. If exercised every day, I would rather have them in a stable; if not so exercised, in the pasture.

Question by court. Do you, or not, mean to say that in preparing horses for a journey, or other hard service, they could be better kept and attended to in a pasture, when kept as the United States horses were in 1837 on Lieutenant Colonel Brant's plantation, than in a good livery-stable, with the use of a yard or lot for exercise?

Answer. If they were exercised, I would rather have them in a stable, of course.

Question by court. Do you usually make a difference of \$1 per week in your charges between large and small horses, (or large horses and French ponies,) when both receive the same kind of care and attention in your stable? or do you ever make any difference for keeping horses at livery, merely on account of their difference in size?

Answer. I would charge the same price when they receive the same care and attention—that is, in reference to large horses, or small horses, or French ponies. French ponies might be turned out into the yard, and fed there. They do not require the same care that other horses do. You may keep them fat on half the food; and I was referring to this sort of treatment when I said I would make a difference of \$1 per week.

Question by court. If a contract had been offered to you, in the summer of 1837, to keep 600 or 800 United States horses and mules at livery and in pasture—say mostly in pasture—would you have been willing to undertake it, or any part of it? and, if so, at what price per head per week? agreeing to give them plenty of grass, green corn, wheat bran, and old corn or other forage, and receiving and delivering them when required; and you to be paid monthly or quarterly for the service, and supposing the whole contract to amount to \$4,000 or \$5,000.

Answer. It would make a great difference to me if I had a farm, or had to rent one. I paid a dollar and a dollar and a half a week for horses pastured—the pasturer engaging to feed them once a day on oats. I do not know whether he fulfilled his bargain. The horses looked very well. They were fourteen miles from town. I cannot say what I would take a contract for, like that proposed in the question.

Question by court. By whom were you offered \$125 for the horse you purchased at the public sale in the fall of 1837? Have you had any conversation with any one in relation to this horse?

Answer. By Mr. January. One of his horses died, and he wanted mine for a match. It appears to me that some two or three persons spoke to me about the horse; but I cannot recollect any of them, except my partner.

Question by court. After you had been offered the \$125 for the horse alluded to, did you not say you regretted you had not taken it?

Answer. Yes, because I thought it was more than he was worth.

Question by court. State whether you know of any yard or yards in this city in the year 1837, which were large enough to have afforded sufficient range for fifty or sixty horses, and whether there was any shade. State how many horses, if any, could have been accommodated.

Answer. I do not know of any that could have accommodated fifty or sixty horses. I believe Reecher had a yard that would have accommodated forty horses. It had a shed, which gave shade. Kimball had a good yard, with a shed. I do not know of any other.

Question by Colonel Brant. Supposing you had a plantation three miles from town, containing forty or fifty acres of good meadow, would you have been willing to take public horses to the extent they were taken at the plantation of Lieutenant Colonel Brant; put them on the meadow before it was cut; furnished them with eight quarts of shelled corn per day, or its equivalent; salted them; taken them from town, and sent them back when required? What sum would you have required for them at the time spoken of, if kept in this way, viz: in the summer and fall of 1837?

Answer. I would not have kept them for less than \$3 a week.

Question by court. Did you not say, in a former part of your testimony, when asked for what you would have taken a contract to keep the public horses in 1837, that you did not know what you would have taken such contract for? On what data are you now enabled to say, in reply to the last question, that you would not have kept such horses for less than \$3 per week each?

Answer. Since you stated to me that they were to be put into the field before the grass was cut, and to be given eight quarts of corn a day, and taken backwards and forwards, I can come at the price. I look principally to the grass not being cut; a meadow may give two tons of hay to the acre.

Question by court. If you had owned such a plantation as the one alluded to, what would you have kept the number of horses stated, or any part of them, for; agreeing to feed them as stated in the last question but one, but reserving to yourself the right to cut the hay, and feed it to them as they might require it, instead of allowing the horses to run over the meadow, and thus subject it to be trampled down and destroyed?

Answer. That could not make a great deal of difference.

L. F. REECHER, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Do you keep a livery-stable in this city? and, if so, how long have you been in the practice of keeping and trading in horses?

Answer. I keep a livery-stable in this city, and have kept one since 28th October, 1835. I did not trade in horses before.

Question by Colonel Brant. State whether you kept public horses for the Government in 1837. If so, how were they kept—in the stable, open yard, or shed? the number of those horses kept by you, and the price you charged per week for each horse?

Answer. I kept public horses—in the stable and in the shed—tied up, and kept as other horses were: I suppose more than 100 during the season. I had at one time thirty or forty. When they first commenced purchasing horses, Major Brant sent some lots to my stable, which staid

there one or two days, and were then taken out to Major Brant's pasture, for which I charged fifty cents a day. After that, horses staid with me some time, and I received \$3 a week for them. I charged fifty cents a day for them. Like all men, I wanted as much as I could get; but Major Brant said that I ought to keep them for the regular price, as the pay was good, and I had so many. I then agreed to charge the regular price, \$3 a week. I took or sent horses to and from the pasture.

Question by Colonel Brant. Were you occasionally at the place where the public horses were kept by William Dowler, on the plantation of Lieutenant Colonel Brant, in the year 1837, during the time the horses were there? If so, can you state what appeared to be the condition of those horses? did they seem to have been well fed, or otherwise?

Answer. I was there frequently. I never saw them feeding. I saw there were troughs or canoes there for them to feed out of, and the horses were standing around them as if feeding. I went on business, and did not go up to the troughs to look at them. A number of them were lame when they were put in. An injured horse is apt to look worse rather than improve, till he gets well. Those that were put in there not injured looked well when they came out.

Question by Colonel Brant. Were you acquainted with the pasture-fields or meadows on the farm of Lieutenant Colonel Brant near this city, in the summer and fall of 1837? If so, did you consider it a suitable place for the keeping the public horses in that year? Could the same number of horses have been conveniently stabled and suitably tended in this city, so as to fit them for active service?

Answer. I have been acquainted with those fields for eight or nine years. I think it was a suitable place. I do not believe that the livery-stables in town could have kept all the horses. I know all the stables in town. I think that, on account of exercise, it was better to keep them in that field, if they were taken care of as they ought to be, than to have ut them in stables.

Question by Colonel Brant. From your knowledge of the pasture where the public horses were kept by William Dowler, on the plantation of Lieut. Colonel Brant, in 1837—supposing them to be well fed and tended, and the trouble of taking them out there from the city when required—what would you consider to have been a fair price per week for each horse?

Answer. I do not suppose that a man could make a fair profit by keeping them for less than \$3, if kept out there and fed as they ought to be.

Question by Colonel Brant. State what was the character of the pasture alluded to; was it common pasture or meadow? if the latter, what was the quality? Can you form an opinion of what it would have averaged per acre?

Answer. It was an excellent meadow. I cannot say what a meadow turns out here per acre.

Question by Colonel Brant. State whether it is the usual practice at the livery-stables in this city to have the horses kept there regularly exercised; and whether you consider it would increase the expense to the owners of the stables.

Answer. Where we kept horses for others, and the owners did not use them, we generally exercised them. Where 40 or 50 horses were required to be exercised, it would increase the expense to the stables; they would have to hire one or two boys more. If I kept 40 or 50 horses, and were

required to exercise them, I cannot say what would be the extra expense; at times it might cost a good deal; at times nothing at all; at times you might find boys enough in the streets to ride them and give them exercise. I cannot say any thing about what would be the additional expense.

Question by Colonel Brant. State whether you would have agreed to exercise the public horses under your care in 1837, and keep them, for the price you then received.

Answer. I should not like to have exercised them, making it a business to give them regular exercise, unless I got paid for it.

Question by Colonel Brant. State whether you saw the horses bought for the Indians by Major Hitchcock in 1837; and whether you would make any difference in the price of keeping such horses, and those purchased for the dragoon service in that year. If so, how much per week per horse?

Answer. I never kept any French ponies. I believe the way here of keeping French ponies is, just to turn them out in a lot; to take them and keep them as they ought to be kept, and like other horses. I would have charged as much as for any kind of horses. The custom is, to let these French ponies run on the prairie, and eat whatever they can get.

Question by Colonel Brant. State whether you are acquainted with the livery-stable kept by John Calvert in this city during the summer and fall of 1837. If so, the number of stalls which it then contained; and how many horses could it have accommodated beyond the number usually kept there?

Answer. I think there were not more than 44 stalls in that stable. Mr. Calvert's stable is generally full, and was at that time.

Question by court. Had you much knowledge of the mode of proceeding to get horses, after they were purchased or received here, to the pasture? If so, please state by whom they were sent or taken to the pasture from the stables generally, or elsewhere in town. Who was put to the expense of thus taking them out, or of bringing them back to town, when necessary?

Answer. I know how it was done. Major Brant generally had some men, and the stables from which they came sent some men. When it was required to bring horses from the pasture here, Major Brant would generally write a note, or send to the livery-stable where the horses were to go, to inquire if they had any hands they could send for them, and how many. I suppose the stables were at the expense of the men they furnished; at least I was.

Question by court. In your estimate of what would have been a fair price for pasturing and feeding the public horses in 1837, do you include the trouble and expense of sending the horses to and from the pasture?

Answer. Of course, I included that expense.

Question by court. In preparing horses for hard service, would you, or not, feed them on grass, green corn, and wheat bran? What would be the best kind of forage for them in such a case?

Answer. Wheat bran is very good occasionally. I would, by no means, feed them on green corn and green grass. As good a food as any other for horses intended for hard service, is corn, oats, hay, and chopped food.

Question by court. Do you know how the United States mules were fed on Lieutenant Colonel Brant's plantation in 1837; that is, what kind of food they got? If so, state it, and all you know on the subject.

Answer. I saw them hauling out old shelled corn in sacks; that is all I know.

Question by court. How long, at any one time, did the *same* horses remain in your stable? Who paid you for keeping them; and how were the accounts made out and signed by you? Describe them as well you can.

Answer. I thought one lot (I cannot say how many) staid 15 or 16 days. The first lot was paid for by a young man named Morehead, who was hired by Kimball for purchasing horses. He came and said Major Brant wanted my bill. I made it out and gave it to him, and the next day he brought me the money. After that, Major Brant paid me. Morehead paid me, perhaps, twice.

Question by court. What is the usual price, or what did you pay in the summer of 1837, per month, for the services of men and boys employed by you in your stable to feed and take care of the horses?

Answer. I cannot say. I recollect hiring one small negro boy about 12 or 15 years old, for \$12½ a month. I think the price of white men was from \$15 to \$20 a month, and found in board; and for a negro man, we clothe him in addition.

Question by court. Who were the persons employed on the plantation of Lieutenant Colonel Brant whilst the horses and mules were there in 1837, taking care of these animals? If you know, name them, and state whether they were white or black men, or boys; and how many of each, as near as you can remember.

Answer. I cannot answer. I know Sam Renicke was there; how many more, or who they were, I do not know. Mr. Dowler lived there, and Major Brant's negroes; whether they attended to the horses, I do not know.

Question by court. Did you know J. O. Bradshaw in 1837; and did he keep a livery-stable in this city? if so, where was it? and, if you know, state how many United States horses he kept at livery at any one time.

Answer. I knew him very well. I suppose the stable would hold from 35 to 40. I think he had not many besides the United States horses.

Question by court. Did you not say to an individual of this city that you would have been glad to have got the United States horses to keep in 1837; and that you would have kept them better than they were on Lieutenant Colonel Brant's plantation for \$2 a week for each horse?

Answer. No; for I generally had as many as I could keep.

Question by court. Have you not frequently spoken of the manner the United States horses and mules were kept on Lieutenant Colonel Brant's plantation in 1837? and, if so, what opinion did you express on the subject? Did you, or not, say they were not well fed; and that there was no grass in the pasture?

Answer. I never said the horses were not well fed. I say now, but never said before, that towards the last there was no grass; the horses had eaten it all down. I never saw the mules there.

The court adjourned to meet to-morrow at 10 o'clock.

TUESDAY, JANUARY 29, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court directed it to be recorded: that after waiting an hour for the attendance of the witness Reeher, whose cross-examination was interrupted on yesterday by the adjournment of the court, the court sent their mes-

senger to said Reecher, requesting him to come before them. The messenger returned to the court the verbal reply of Reecher, that he was engaged, and could not come to-day ; that he would come to-morrow.

The recorder here presented a written communication to the court, which the court declined receiving.

No witnesses being present, the court adjourned to meet to-morrow at 10 o'clock.

WEDNESDAY, JANUARY 30, 1839.

The court met pursuant to adjournment.

Present: All the members.

The witness Reecher not attending, the court directed the following letter to be written to him, and copied on the record :

ST. LOUIS, *January 30, 1839.*

SIR: You are hereby informed that your presence is required immediately before the court of inquiry now in session at this place, by the special direction of the President of the United States, in order that your cross-examination as a witness before it may be completed. When the court adjourned on Monday afternoon, the 28th instant, you were particularly informed that your presence would be necessary yesterday morning (the 29th instant) at 12 o'clock, and, having assured the court that you would attend at that hour, the court was kept waiting for you until half-past 1 o'clock. The court is now waiting, in order that your testimony may be completed, and you are requested to attend before it without delay for that purpose.

Respectfully, your obedient servant,

J. F. LEE,

Judge Advocate and Recorder.

To Mr. L. F. REECHER.

L. F. REECHER, a witness, in continuation :

Question by court. Examine the paper now shown to you ; and from your knowledge of the capacity and accommodations of the stable kept by J. O. Bradshaw in this city in 1837, and of his means of keeping horses during that year, say whether he could have kept at livery the number of horses there enumerated as having been kept for different periods.

[NOTE.—The voucher signed by Bradshaw for \$1,077, dated August 31, 1837, recorded on the previous record at page 69, was shown to witness with the foregoing question.]

Answer. There could not have been 108 horses put in that stable, to accommodate them as they ought to have been : I think something like 40—something from 35 to 40—might have been put in and accommodated. I made out my bill in this way : say 25 horses came in on the 20th, and these 25 staid till the 21st and went out, and 25 more came in ; these last 25 went out on the 22d, and 25 came in and staid till the 23d, and were carried out, and none left ; that makes 75 horses in 3 days. Now say that my stable would only hold 25 horses, and I make out my bill for keeping 75 horses for one day. This bill might be made out in this way : 75÷7 makes 10

weeks and 5 days, which, at \$3 per week for the weeks, and 43 cents a day for the days, makes \$32½. I do not know how Mr. Bradshaw made out his bills.

Question by court. If Bradshaw could not have kept the number of horses in his own stable, where and how were they kept?

Answer. I cannot answer. I do not know any thing about it.

Question by court. You have said you kept United States horses at livery in your stable in 1837. Did you, or not, sign such an account or receipts as the one now shown you? If not, what kind of a receipt or account, if any, did you sign for the money paid you by Lieutenant Colonel Brant for that service?

Answer. I did sign receipts for the money paid me by Colonel Brant, on paper which had printing and writing on it: it was similar to this.

Colonel Brant here presented the following voucher, which the witness declared to be signed by himself. The court directed it to be recorded, and the original returned to Colonel Brant.

THE UNITED STATES

	To L. F. Reecher,	Dr.
1837. For foraging and keeping public horses, as follows:		Days.
29 horses 7th and 8th of August, 1837	- - -	68
11 horses on 12th of August, 1837	- - -	11
5 horses from 13th to 16th of August, 1837, inclusive	- - -	20
1 horse 17th and 18th of August, 1837	- - -	2
22 horses from 19th to 23d of August, 1837, inclusive	- - -	110
25 horses 24th and 25th of August, 1837	- - -	50
25 horses from 26th to 30th of August, 1837, inclusive	- - -	125
6 horses on the 31st of August, 1837	- - -	6
11 horses from 1st to 4th of September, 1837, inclusive	- - -	44
18 horses 5th and 6th of September, 1837	- - -	36
	Whole number of days	462
Equal to 66 weeks, at \$3 per week	- - -	\$198

I certify that the above account is correct and just, and that the services therein charged for were performed as stated.

J. B. BRANT, *Quartermaster.*

Received, St. Louis, September 13, 1837, of Major J. B. Brant, quartermaster United States army, one hundred and ninety-eight dollars, in full of the above account.

\$198.

(Signed duplicates.)

L. F. REECHER.

Question by court. Did you know John Kimball in 1837? If so, what had he to do with regard to the keeping of the United States horses and mules in that year? Had you an opportunity of being informed on this subject, by conversations with him, or otherwise? If so, state all the particulars.

Answer. I knew John Kimball at that time. He kept a stable near me. He kept United States horses and bought United States horses. I think

there were United States mules there once—one lot. I do not know how long they staid there; I saw about 50 or 60 there in his lot. I had conversations with him frequently; I do not recollect the conversations.

Question by court. You have said you do not recollect having conversed with anybody about the manner the United States horses were kept in 1837 on Lieutenant Colonel Brant's plantation, and you have also declared that you did not say to any individual in this city that you would have kept the same horses in the same manner, or in a better manner, for \$2 a week per head. Are you now *positive* that you did not make such a statement?

Answer. I have no recollection of having said any thing to anybody about those horses on Colonel Brant's pasture. I am satisfied I never said that I would have kept those horses on Colonel Brant's pasture, in the way they were kept there, for \$2 a week. I may have said so. I have no recollection of it; and I am satisfied I never did say it. If any one says I did say it, I would like to see him; he might remind me of it, and the time, &c.

Question by court. Look again at the voucher signed by you, and say whether it is made out in the manner you were in the habit of making similar accounts?

Answer. No; it is not. That account states each day, and the number of horses kept each day. I made an aggregate, as so many horses kept so many days, as I have already stated; when 25 horses were kept one day, and 25 another day, and 25 another day, I might say 75 horses for one day; making as short an account and as little writing as possible.

Question by Colonel Brant. You have stated that Bradshaw's stable would have probably accommodated 40 horses at one time. Will you state whether there were a yard and a shed or sheds attached to that stable?

Answer. There was both a yard and a shed. The shed, if it was fixed off in stalls, would accommodate 10 to 20 horses. It was not stalled off; there was a trough there, to feed some horses. The yard or lot is, I think, about 150 feet by 100 feet. I do not know how many horses could be accommodated in that lot. *I never turn horses in a lot.* You might put 200 or 300 horses in such a lot.

Question by Colonel Brant. When you spoke of the stable accommodating 40 horses, did you mean thereby to include the shed under the term "stable?"

Answer. I spoke only of the stable. There is also another shed back of that stable where 20 horses might be put if it were fixed up; I do not recollect whether it was or not.

Question by Colonel Brant. How many horses could have been conveniently kept in the yard, giving reasonable allowance of room to feed and move about?

Answer. There could have been 200 horses put in that lot, and room enough to walk around, if there had been troughs put there to feed them. I did not mean that they could have been put there and taken care of as they ought to have been.

Question by Colonel Brant. State whether the yard could have accommodated 30 or 40 horses comfortably for the animals.

Answer. Yes.

Question by Colonel Brant. Do you know where Bradshaw first commenced keeping public horses in 1837; and whether he continued to keep

public horses occasionally until the dragoons left here for Florida in that year?

Answer. From the time he came up and got that stable, (which was shortly after they commenced purchasing horses,) he continued to keep horses till they left for Florida.

Question by Colonel Brant. State, if within your knowledge, whether Oliver Dubois was an agent for purchasing public horses in 1837; and where (that is, to what stable) he sent the horses by him purchased in the fall and summer of that year.

Answer. Mr. Dubois was buying horses for the public. The horses he bought were generally sent to J. O. Bradshaw's. He took all he could keep. When Bradshaw was full, they were sent to me. If they were more than we could keep, the balance were sent to Myers's.

Question by Colonel Brant. State whether companies and detachments of dragoons frequently came up from Jefferson barracks to this place in the summer and fall of 1837; and, if you know, whether it was the practice to be fed while here? and, if so, in what livery-stables?

Answer. They frequently came up, and were fed principally at Bradshaw's stable.

Question by Colonel Brant. What difference would you make, if any, in the price of keeping per week, between French horses, kept in the way usual for them, and the American dragoon horses as you kept them?

Answer. There is considerable difference between taking horses in a stable and keeping them as they ought to be, and turning them into a lot and throwing hay and corn to them. I cannot say exactly what the difference would be.

Doctor B. G. FARRAR, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Did you own a plantation in 1837, in this county, between two and three miles from St. Louis, and adjoining to that of Lieutenant Colonel Brant, on which the public horses were kept in the summer and fall of that year?

Answer. Yes.

Question by Colonel Brant. State whether you had, in the summer and fall of 1837, any meadow land on your plantation; if so, describe it, and the extent thereof. Also, state whether you had any pasture-land; if so, describe its extent and quality.

Answer. I had no meadow land. I had woods pasture: about twenty acres was connected with the cornfield, and I could not, therefore, use it as a pasture. I had besides about 200 arpens of woods pasture that I did use as a pasture: part of it good (the east part) which was pretty well set in blue grass, in dots of prairie of two or three acres; the west part had been a thicket, and is not yet well set in grass.

Question by Colonel Brant. State whether your plantation in 1837 would have been a suitable place for keeping the public horses in 1837, taking into account the state of its fences, and the general safety of the animals themselves.

Answer. I had a large cornfield and pasture. I would have sold the cornfield and pasture for the season—that is, let them turn the horses in on both. I would have been willing to have taken in 150 or 200 horses. As to the fences, I would not have been responsible for the safety of the

horses. In the first place, my enclosure is with a worm fence; and they are liable to be thrown down. I have had great difficulty in keeping up my fences near St. Louis. People will pull down worm fences and pass through. It is, however, a very good fence for a worm fence.

Question by Colonel Brant. How is the general surface of your pasture ground as it regards stumps, sink-holes, bluffs, and woodland? Is it safe for horses?

Answer. There are a great many stumps, and some sink-holes, and one bluff. One sink-hole is a sink-hole spring, very deep, with steep banks about two feet above the water; one horse fell in there and was drowned. None of my horses have met with any accident in that pasture. At one end is a bad mire, where one of my neighbors' horses got mired, and had to be pulled out with oxen. The bluff is on the side of the creek, is about forty feet high, and in some places perpendicular.

Question by Colonel Brant. Do you know the plantation owned by Lieutenant Colonel Brant in the summer and fall of 1837? And did you see the dragoon horses when fed and tended there in that year?

Answer. I know the plantation. I saw horses there. I did not observe them when they were fed.

Question by Colonel Brant. Did you consider the plantation of Lieutenant Colonel Brant well adapted, or otherwise, for the pasturing and keeping the dragoon horses in that year, from the advantages it possessed of water, shade, grass, and secure fences, and proximity to the city?

Answer. The fences, so far as I recollect, were good. There was shade and good water. The pasture—that is, what is called the meadow—was good when the horses were first put in there.

Question by Colonel Brant. Please state, as nearly as you can recollect, the time your corn was planted in the spring or summer of 1837 on your farm; whether it came to maturity; and, if so, what number of bushels it yielded to the acre.

Answer. I think I planted my corn between the 10th of May and 1st of June. It never came to maturity. I was apprehensive it would not mature, and I cut it down and made stock corn of it. I could not, therefore, say what it yielded to the acre.

Question by Colonel Brant. Would you have agreed to take public horses, to the number you saw in the enclosures of Lieutenant Colonel Brant during the summer and fall of 1837, pastured them, and fed them plentifully with old grain, and been responsible for their safekeeping? If so, for what sum per week for each horse?

Answer. I would have pastured the whole, including my field of corn; but would not have been responsible for them. I never made up my mind as to what I would have charged, as no proposition was ever made to me. I said to some gentlemen that I would have agreed to let as many horses as might be offered be put in my pasture and cornfield, and stay there during the three summer months, for \$1,000 or \$1,500. I had no old grain.

Question by Colonel Brant. Would you have contracted to pasture them, and feed them plentifully with old grain, for the sum which you have named?

Answer. No. I would not, in the first place, have been troubled with them in that way.

Question by Colonel Brant. From your experience in horses, do you consider that your plantation would have afforded a safe place for pasturing and tending the horses purchased here for the dragoon service in 1837?

Answer. I have no experience at all in horses. They might break through the fences, fall off the bluff, or get mired. With such a body of horses on my premises, I have no doubt some accidents would have occurred. Last year I rented the east end to a butcher, and I had several times to furnish him with oxen to pull his cattle out of the mire.

Question by Colonel Brant. Did you know William Dowler? If so, did he live on, and have control of, Colonel Brant's plantation in the summer and fall of 1837? If so, did he, to your knowledge, employ hands; and dispose of the produce of said plantation? What was his character for honesty and attention to business?

The court objected to the last part of this question, which inquires into the character of William Dowler.

Colonel Brant presented the following note:

Lieutenant Colonel Brant submits to the court, that the portion of the question to which objection has been made is proper, on this ground: The court will recollect that Samuel Reinecke, a witness examined on behalf of the prosecution or accusation, was questioned as to whether this man (Dowler) had not signed his name to blank receipts or vouchers; the evident tendency of which course of examination was, to raise suspicions against the general character of both Dowler and Lieutenant Colonel Brant. Now, suspicion may certainly be refuted by evidence of general character, and evidence of general character is allowed to be brought to repel a presumption. In this case the character of Lieutenant Colonel Brant is, to a certain extent, connected with that of Dowler.

The court decided "that the court object to the last clause of this question, for the reason, that it opens an investigation into the character of a person who has not been before the court. A bare suspicion attaching to Dowler is not deemed sufficient to go into an investigation of his general character in his absence; nor can the court think that even suspicion of his honesty must necessarily grow out of the fact of his having signed a receipt in blank, since an individual might sign a blank receipt without perceiving or reflecting upon its impropriety."

Answer. I knew William Dowler. I knew him to be Major Brant's overseer. I knew that he did the business of Major Brant, for he kept two horses of mine two months, and brought the account to me, and I paid him. He disposed of produce on that farm; to what extent I cannot say. I cannot say as to his employing hands.

Question by court. Were you ever applied to by Lieutenant Colonel Brant to know whether you would accommodate the public horses in 1837; or did you ever see any public advertisement inviting proposals to pasture said horses?

Answer. No application was made to me; and I never saw any advertisement, that I recollect of.

Question by court. You have said the pasture on Colonel Brant's plantation was good when the horses were first put in; how long did it continue so, and what its condition afterwards?

Answer. I did not notice it frequently. I passed by in the summer, in the dry season, and noticed the part near the road: that seemed quite bare.

Question by court. You have stated that you would have let a part of your plantation for the keeping of public horses in 1837; please state what

part of it, and whether the sink-holes, stumps, &c., of which you have spoken, were in that portion of the field.

Answer. I would have surrendered all my land except my yard and garden, including good and bad.

Question by court. You say you would have pastured the public horses in 1837, but would not have been responsible for their security. Please say, if you had been furnished with five or six men at the expense of Government to watch the horses and fence, and to have been for that purpose under your orders, whether, then, you would have been responsible for the security of the horses.

Answer. No ; I would not have been responsible for them.

The court adjourned to meet to-morrow at 10 o'clock.

THURSDAY, JANUARY 31, 1839.

The court met pursuant to adjournment.

Present : All the members.

Doctor R. P. SIMMONS, a witness on the part of Colonel Brant, being duly sworn, answers :

Question by Colonel Brant. Did you reside, in the summer and fall of 1837, in this city ? and, if so, what was your occupation during said time ?

Answer. Yes. I resided here as a physician.

Question by Colonel Brant. Did you visit the plantation owned by Lieutenant Colonel Brant, about three miles north of St. Louis, during that summer and fall ; and, if so, how often ?

Answer. Yes ; I do not know how often ; perhaps as frequently as five or six times ; perhaps oftener.

Question by Colonel Brant. Do you recollect to have seen, during the time referred to, a number of horses in the meadow of that plantation, east of the road ? If so, were they branded or marked, and do you recollect what those brands or marks were ?

Answer. I recollect to have seen a number of horses there—perhaps 100 or 150. I noticed that they were branded U. S.

Question by Colonel Brant. When you visited said plantation, was your attention particularly called to the appearance and condition of the horses ? and, if so, please state by what circumstances, in full.

Answer. My attention was directed to the horses in the second or third visit that I paid there in company with Colonel Brant. I went up once purposely to take a view of them.

Question by Colonel Brant. Are you conversant with the manner in which horses should be kept, and able to judge, from their appearance, whether they are properly attended to or not ? If so, did the horses then seen by you on that plantation appear to have been kept and attended to well, or otherwise ?

Answer. Perhaps I know as much about a horse, and how a horse ought to be kept, as most persons in my profession and way of living. I am fond of horses. Those horses appeared to me to be in very fine life and condition.

Question by Colonel Brant. What was the condition and quality of the grass and solid food you saw placed before these horses ; and what the advantages of shade, water, and security of fences ?

Answer. I had frequently visited the pasture before the horses were put in ; that is, I had frequently ridden by, and I had admired the pasture and meadows below. The horses soon eat down the grass. It was rather a poor pasture when I saw the horses in it ; but they seemed to have an abundance of provision, corn and bran. First-rate post and rail-fence, and excellent water, and fine shade.

Question by Colonel Brant. Had you a horse kept at livery in this city in the summer and fall of 1837 ? If so, by whom kept, and at what price per week ?

Answer. I had one kept at that time ; part of the time by Darneille, part of the time by another man. I paid \$3 a week.

Question by Colonel Brant. If you had had a number of horses of your own that you wished to prepare for active field service, which would you have preferred—the plantation before alluded to, with its advantages of range, grass, water, shade, and solid food, or the stable accommodations of this city, the price per week being the same ?

Answer. All these circumstances considered, I should say the advantages were in favor of the plantation.

Question by Colonel Brant. Did you observe the dragoon horses, on leaving this place in the fall of 1837, under the command of Colonel D. E. Twiggs, and also the drove in charge of Richard Gentry, destined for Florida ? If so, state the appearance and condition of said horses at that time, and your own situation to observe them when leaving this city at the time referred to.

Answer. I have not a distinct recollection as to Colonel Twiggs. I do not know Colonel Twiggs. I recollect the drove with Gentry. I stood on the corner of the street as the horses passed along ; they appeared to be in excellent condition, and looked fine, fat, and healthy. I noticed, also, the mounted regiment ; their horses were in particularly fine condition.

Question by court. Did you ever see the horses fed ; and, if so, what kind of forage was given to them ? Did you, or not, see them feeding on green corn ?

Answer. I saw them feeding on green corn : this was some time in September. The corn was cut up in the adjoining field, and a little at a time thrown over to the horses. The corn was getting dry. I saw old corn in the ear also fed to them. I did not see the horses eating bran.

Question by court. About what period was it your visits were made to the pasture-field spoken of ; was it before the horses were taken from it, or after they were first turned into it ? What was the interval between the visit when you admired the excellence of the pasture and that when you found the pasture eaten down ?

Answer. My visits when I admired the excellence of the pasture were early in the season—in June, July, or August. I used to take frequent rides out into that neighborhood, and I observed the fields. I cannot recollect how long it was from that time till the grass was eaten down.

Question by court. Were there any mules among the horses on Lieutenant Colonel Brant's plantation ?

Answer. I do not know.

Question by court. Do you consider green corn and bran good articles of forage for horses at pasture, preparing for hard service, or long journeys ?

Answer. I do not, myself, consider green corn good food for a horse. Bran alone, I suppose, would not be good. Sometimes bran mixed with cut rye straw makes a good food.

Question by court. You say that the public horses, when you saw them starting hence for Florida, looked "fine, fat, and healthy:" do you know whether these horses had, in the interval between their leaving the pasture-field and their going to Florida, been at Jefferson barracks in stables? or when you saw them on the march, were they just out of the pasture-field?

Answer. I do not know.

Question by court. Have you ever, on any occasion, in presence of several persons, spoken in terms of censure or of decided disapprobation of the manner the United States horses were fed and treated, or the kind of forage they received, on Lieutenant Colonel Brant's plantation in 1837?

Answer. No, unless it might be in relation to the green corn; which, in my opinion, was not a good food for horses.

Question by court. To whom did you speak in reference to the green corn as improper forage for the horses, and when?

Answer. I do not recollect to whom I spoke, except to Colonel Brant himself; and, may be, to the men who were attending to the horses on the farm; and, may be, to persons in St. Louis about the stables. I do not recollect speaking to any one, except to Colonel Brant.

Question by Colonel Brant. Please to recollect, and state, as near as you can, the precise time when you saw corn taken from the stalk and fed to the horses; and, also, whether that corn was very green or nearly dry.

Answer. To my best recollection, it was in the latter part of September. I did not examine the corn myself. The leaves and stalks were drying and shrivelling.

Question by court. At the time you spoke of the green corn as improper forage, what was then the condition of the horses? and what other forage was given them, in addition to the green corn, at that period?

Answer. The horses were then in very fine condition. Old dry corn, in the ear, was given them at the same time.

Question by court. Are you certain you saw any United States horses on Lieutenant Colonel Brant's plantation in the month of September, 1837? Did not the drove under Colonel Gentry leave here in August, for Florida?

Answer. I have no distinct recollection as regards time.

WILLIAM GILPIN, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Were you an officer of the 2d regiment of dragoons in the year 1837? and, if so, state where you were stationed in the summer and fall of 1837?

Answer. I was. I arrived at Jefferson barracks on the 28th May, 1837, I believe, and was on duty there till 1st August.

Question by Colonel Brant. State whether, in the month of July, 1837, or at any other time in that year, you were at a plantation owned by Lieutenant Colonel Brant, about three miles north of St. Louis, where horses for the dragoon service were then kept; and, if so, your business in going there.

Answer. I was there, either in latter end of June or early part of July, twice—once on duty. On the first occasion I was ordered to go and assist in receiving a portion of horses intended for the 2d dragoons, amounting to about eighty-five; the second time was ten days or two weeks subsequent to that. I rode out there with Colonel Brant.

Question by Colonel Brant. State whether the grass on the meadow or pasture-field where you saw the horses was of a good quality and abundant; and the situation of the pasturage as it regards water, shade, and security of the fences.

Answer. The pasture appeared to be in every way good and abundant for the season of the year. It appeared slightly worn down in the corner next to the road, where the horses were driven up to be caught; but the lower part was fresh and abundant. Water abundant and good. There were a number of trees, sufficient to afford the horses protection from the sun. Excellent fences.

Question by Colonel Brant. State, as nearly as you can, the number of horses you saw there at the time of your visit, and their apparent condition.

Answer. Judging from the number taken away, I should suppose there were two hundred and forty, perhaps—over two hundred. I spent two or three hours in selecting those I took away from the whole. They appeared all in good condition, under the circumstances. Many of them had recently been driven from the interior of the country, or brought round in steamboats. The actual condition of them all, in flesh, was good.

Question by Colonel Brant. State whether the horses in the pasture appeared to be grain-fed.

Answer. On my second visit to the pasture, I was there at the usual time of feeding the horses—an hour before sunset. They were eating corn in the ear. I supposed, from its appearance, old dry corn. I did not take it up. The feed was laid along in a number of troughs.

Question by Colonel Brant. Were you daily in the habit of seeing the public horses as they were turned over by the quartermaster's department to your regiment? And, if you possess the knowledge, state their appearance, as respects their being well kept and plentifully fed.

Answer. I was daily in the habit of seeing the horses as they were turned over by the quartermaster to our regiment, up to 1st August, from 28th May. They had all the appearance of having been well kept.

Question by Colonel Brant. State your destination on leaving Jefferson barracks in August, 1837.

Answer. I went from there to Washington city; and was there ordered to proceed and take command of company H, 2d dragoons, at Fort Peyton, East Florida, seven miles from St. Augustine; which I did.

Question by Colonel Brant. Had you, after leaving Missouri in 1837, an opportunity of seeing the public horses that were turned over by the quartermaster (Colonel Brant) to the 2d regiment of dragoons? If so, where did you see them? How did they stand the fatigues of the service, and bear a comparison with horses procured elsewhere? Did you hear complaints made by the officers of their being inferior to other horses?

Answer. I rejoined the head-quarters of the regiment at Fort Mellon, about 3d of December. I found there the same horses I had seen at Jefferson barracks—a large number of them. They appeared in excellent order. There were Captain Lloyd Beall's company of blacks; Captain Tompkins's company of grays; Captains Winder and Fulton's companies of bays; all of which I recognised to be the horses furnished by Major Brant. Captain Beall and others called my attention to those horses which had been furnished by Colonel Brant, in consequence of their good condition. They had just come from a march from Jefferson barracks to Fort

Mellon, and proved to be the most serviceable horses in that brigade of the army commanded by General Eustis.

Question by court. How long were the public horses in charge of the dragoons at Jefferson barracks, after they had been taken from the pasture-field near this place? Were they in worse or better condition, when you last saw them at the barracks, than they were when taken from the pasture-field?

Answer. The first horses were taken from the pasture about the middle of June; and, when I left on the 1st of August, the whole command was mounted at Jefferson barracks. They were brought from the pasture in small detachments of from fifty to eighty, throughout that period. When I last saw them at the barracks, they were in a more efficient condition for service than when they came from the pasture; each horse was groomed three times a day, and regularly exercised.

Question by court. How long was it before the horses were removed from the pasture that you made your two visits to the field they were in? Did you, on those occasions, particularly inspect the fences, water, and range?

Answer. I think two companies had been mounted before my first visit to the pasture, which (as I have stated) was about the early part of July. Not on the first visit, but on the second, I took a general view of the fences, water, and grass. I did not inspect them particularly. I rode diagonally across the field, which gave me a commanding view.

Question by court. Who invited you to visit the pasture the second time you saw it? and how do you know that "an hour before sundown" was the usual hour for feeding the horses?

Answer. Colonel Brant asked me if I would ride out to his country seat. I do not know that that was the particular hour for feeding the horses there; it is generally the hour in the service.

Question by court. You speak of the good condition of the horses. Were they in condition for hard service when taken from the pasture; or were they simply fattened up quickly, as horses are sometimes, by a peculiar kind of feed, with a view to their appearing well? Do you understand the difference of the two modes of treatment—that with a view of service, and that with reference to show?

Answer. I think that we had certain demonstration that they were in condition for hard service, in the drilling of the companies. I have known instances very frequently of horses put properly in order for hard service, and suddenly fattened up for show. So far as my experience will enable me to judge, I am decidedly of opinion that those horses were not fattened up for show.

Question by court. If you know, state particularly the mode of keeping the dragoon horses at Jefferson barracks, the kind and quantity of forage given to each daily, and how they were generally taken care of by the men of the 2d dragoons.

Answer. They received their rations—eight quarts of corn and fourteen pounds of hay; there was some irregularity in the supply of hay; they were watered and groomed three times a day, and the two daily drills on horseback, of about one hour and a half each.

Question by court. Were the horses habitually groomed when in Lieutenant Colonel Brant's pasture; or did their appearance indicate this sort of

attention to them? Were they active, healthy, and in good spirits upon the drills and exercises, when first taken from the pasture?

Answer. The country was so dusty, a part of the pasture where the horses were collected was so, and they were so much exposed to it, that they would not appear to have been groomed long after it was done. I saw no appearance of their having been groomed. Generally they were active, healthy, and in good spirits upon the drills and exercises, when first taken from the pasture: there were a few exceptions. Two or three companies were examined by a board, and some few of the horses pronounced unfit for service.

Question by court. Do you ascribe the ability of the horses to stand the service of the drill exclusively to their treatment at the pasture-field, or partly to the treatment of them at Jefferson barracks?

Answer. I ascribe it partly to their treatment at the barracks.

Question by court. What is the extent of your experience in the best mode of keeping horses for hard service? How long were you an officer of dragoons, serving with your regiment when mounted?

Answer. I was present on duty with the regiment when mounted from the middle of June, 1837, until the 1st of May, 1838, with the exception of part of August and September, 1837. I have never owned horses at any other time. Beyond my dragoon service, and study of the anatomy and diseases of horses, my experience with horses is not very great.

Question by Colonel Brant. State whether you have been accustomed to see horses fed and kept; and, also, been in the habit of using them for any length of time. If so, how long?

Answer. I have been accustomed to see very fine horses on both sides of the Atlantic. I have ridden horses since I was very young. I have always taken great interest in horses. I saw horses in England, and was there four or five years. I saw there the horses of Europe and Asia. I have taken an interest not only in the riding of horses, but also in the grooming and feeding of them. The mode of treatment is very different in England from what it is in this country.

JOHN T. BAIRD, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Are you a citizen of this county? If so, how long have you resided here?

Answer. I am; and have resided in the county about fifteen years. I live about twelve miles from St. Louis.

Question by Colonel Brant. Do you know the plantation, about three miles north of this city, formerly owned by Lieutenant Colonel Brant, and on which the public horses were pastured and fed by Wm. Dowler in 1837? If so, state whether it was well adapted, in point of shade, range, water, and grass, at that time, for keeping horses.

Answer. I know the place, and that the animals were there. There was shade, plenty of water, and the grass was tolerably good. It was as well adapted for keeping horses as any place I know of, and better than any place I know of about here.

Question by Colonel Brant. State whether you were at that plantation on several occasions during the time the horses were kept there in 1837; and if you have any knowledge of the manner in which they were fed and attended to at that time.

Answer. I broke a good many of the mules there, and was there frequently. I have seen the horses fed with dry corn, timothy hay, and bran; I think this was in September. I saw the mules fed with *green* corn, cut up and hauled out to them in cart loads. I was not among the horses at all times, nor very frequently at feed time.

Question by Colonel Brant. What seemed to be, generally, the appearance and condition of the public horses when you saw them under the care of Dowler? Had you seen any of them before they were sent out there? If so, did they look better or worse from the change?

Answer. They were, most of them, in good order—in as good as I should wish them for travelling. Some of them were a little lame. I did not see any of the horses before they were taken out there.

Question by Colonel Brant. Were you at the office of Captain Crosman in 1838, on your return from Florida; and, while there, did Captain Crosman make any remarks touching the conduct or character of Lieutenant Colonel Brant? If so, state them, and what took place.

[As the answer of the witness to the above question was exclusively in reference to Captain Crosman's conduct, and had *none whatever* to the defence of Lieutenant Colonel Brant, the court ordered it to be stricken from the record, as violating the rule of the court adopted on the 19th of the present month, and recorded at page 193. Captain Crosman requested that the court would permit the answer to remain. The court, however, not feeling itself justified in entering into the investigation of any collateral subject, not necessary to elucidate the matter committed to it for examination, did not accord the request.]

Question by court. You say you broke many of the mules at the pasture-field. Were you employed for that purpose, or any other, in reference to the horses and mules? If so, by whom; and what were your duties; and what was the nature of the agreement made with you? How long were you employed?

Answer. I was employed for the Government to go to Florida as pack-master; and, while waiting here, Colonel Brant told me to go to the pasture and assist in breaking the mules. I believe my employment commenced about the 10th of September. I remained here about three weeks. I was engaged during that time in breaking teams for the dragoons—in breaking mules; I went once or twice for the farrier; and I went two days with Colonel Twiggs's command on the march, as assistant wagonmaster. I received \$100 a month and two rations a day. The agreement was made with Colonel Brant.

Question by court. Do you know where the United States mules, purchased by Colonel Brant in 1837, were kept in that year, previous to their being sent to Florida? Who went with those mules to Florida? Were they in good condition for hard service when they started from here?

Answer. I believe most of them were kept at the farm. I sold some to Colonel Brant, and delivered them at Kimball's stable—37 or 38, I think. They were sent out a few days afterwards to the pasture; I assisted in taking them out. I do not recollect how many days they were in the stable. I took the mules to Florida, and had charge of them and of the muleteers. I considered that most of them were in very good condition for service when they left here. I do not recollect that any were not so.

Question by court. Were the horses and mules kept in the same enclosure on Lieutenant Colonel Brant's plantation, or were they in separate fields, when you saw them?

Answer. In separate fields, when I saw them.

Question by court. Did you aid in taking horses and mules from this place to the pasture-field, and bringing them back occasionally to town? If so, what other persons were employed with you in such services? Did you receive any compensation for those services, other than what you received from the Government?

Answer. I did not aid in taking horses and mules to and from the pasture. I took some mules out there, and brought them back when we were going to start for Florida.

Question by court. Who were the persons who fed and took charge of the mules and horses at the pasture? And who took them from and to the pasture when required?

Answer. There was a Mr. Dowler there, or some such name. He appeared to have charge. There was one negro boy that I saw with him, hauling corn to the animals. I saw other negroes about the place. I did not see them attending to the animals. The muleteers, who went with me to Florida, were sent out there to break mules; and I told Mr. Dowler, if he wanted them, to call on them to assist in feeding. I have no doubt he did. I never saw them assisting in feeding. They staid there about one or two weeks, I believe. There were John B. Hill, and four other Spaniards; one of them was named Antonio. And there were some Americans.

Question by court. Were the muleteers you speak of engaged in the public service, and paid by the Government, at the time you say they were at the pasture-field? Was there a man by the name of Reecher employed? If so, in what way?

Answer. Most of them had their contracts with them, which they gave me to keep for them. They were paid by the Government \$25 per month and one ration a day. I do not know Reecher, nor that such a man was employed.

Question by court. While you were employed at the field, as you have stated, did you know of any persons being hired by Lieutenant Colonel Brant, at his private expense, to take horses to and from this city, or to take care of them? If so, who were they?

Answer. I did not know of any person hired to do it. Bruen and the stable-keepers generally did that, I believe.

Question by court. What were the duties of the muleteers during the one or two weeks you say they were about the pasture before marching to Florida? State all they did, or were required to do.

Answer. Breaking the mules—that is all that I told them to do; that was their business. There were a good many mules, and they were hard to break.

Question by court. How long did you remain in the service of the United States under your agreement with Lieutenant Colonel Brant; and up to what time were you paid? Where were you discharged?

Answer. I remained altogether in the public service about seven months. Under my agreement as packmaster, I only remained about a month after I got to Florida. I was placed in charge of the steamboat American, which, I believe, belonged to the Government, and had been purchased in New Orleans. I was made master of her by Colonel Brant for \$150 a month and two rations a day, as before. I had been mate of a boat for many

years. I was discharged here, after I returned, about the 30th of April, on Captain Crosman's certificate.

Question by court. Did you know J. O. Bradshaw in 1837? And, if so, state how many, if any, United States horses he kept in his stable at any one time during that year. Was he, or not, employed by Lieutenant Colonel Brant to purchase and keep United States horses? and did he go with any of them to Florida?

Answer. I know J. O. Bradshaw. I do not know any thing about his purchasing horses, or his keeping them. He was in Florida; I saw him there. I do not know who employed him. He took charge of the pack-mules when I left them.

Question by Colonel Brant. Please state whether any one requested that the muleteers should be sent out to the farm of Lieutenant Colonel Brant. If so, what was, if you know it, the object of making the request, and sending them there?

Answer. Colonel Brant said he wanted the mules broke; and I told him it was necessary to send some one there to break them.

Question by Colonel Brant. Please state whether, in breaking Spanish mules, Spaniards were considered the best calculated.

Answer. Yes.

The court adjourned to meet to-morrow at 12 o'clock.

FRIDAY, FEBRUARY 1, 1839.

The court met pursuant to adjournment.

Present: All the members.

Captain Crosman presented to the court a letter, dated this day, which was ordered to be placed in the appendix. (See No. 47.)

The court ordered the following decision recorded:

The court declines taking cognizance of the accusation brought against Lieutenant Colonel Brant in this communication from Captain Crosman; for the reason, that the inferences drawn by Captain Crosman, of improper conduct on the part of Colonel Brant from the facts set forth, are not fairly deducible from such facts—a defect in the character of the accusation, which would render any investigation into the foregoing allegation too indirect to enable the accused properly to defend himself.

Captain Crosman presented the following letter:

COURT-ROOM, ST. LOUIS, *January 31, 1839.*

SIR: Among the papers in possession of the court, furnished by the War Department, is a certificate signed by Baird, the witness now undergoing examination; which certificate was submitted by Lieutenant Colonel Brant to the acting Quartermaster General, with his replication to the accusations preferred by me. This certificate contains grave charges against me, and is in the handwriting of Lieutenant Colonel Brant's confidential clerk. I respectfully request permission of the court to inquire into this certificate, and the manner it was obtained, and oppose it to the testimony this day given by the witness.

Very respectfully, your obedient servant,

G. H. CROSMAN,

Captain 6th Infantry, Assistant Quartermaster.

Lieutenant J. F. IEE,

Recorder, &c., Court of Inquiry.

The court ordered the following decision recorded :

In reference to the communication of Captain Crosman of yesterday, the court decide that, so far as regards the alleged charges against him, contained in the certificate of the witness Baird, which was forwarded by Lieutenant Colonel Brant to the Quartermaster General's office, without date, the court will take no cognizance of that matter, as it cannot enter into any investigation of any charges relating to Captain Crosman, either in an accusatory or defensive light.

As respects any discrepance or contradiction that may be alleged to exist between the said witness's testimony delivered before this court, and his certificate furnished for the purpose of elucidating the matters of investigation before it, the court is ready to allow every proper latitude for sustaining such allegation against the witness, for the purpose of impeaching his testimony.

Sergeant S. J. CEDARS, ordnance sergeant, a witness on the part of Colonel Brant, duly sworn, answers :

Question by Colonel Brant. Were you stationed at Jefferson barracks in the summer and fall of 1837? and, if so, in what capacity?

Answer. Yes. I was stationed there as ordnance sergeant at that time, and have been since.

Question by Colonel Brant. Had you frequent opportunities of seeing the dragoon horses during that summer and fall, that were received there from the quartermaster at St. Louis?

Answer. Yes.

Question by Colonel Brant. What appeared to be the condition of the horses when first received from St. Louis?

Answer. They looked to be in fine condition.

Question by Colonel Brant. Did horses frequently stray away from Jefferson barracks after having been received from St. Louis for dragoon service? Were any such strays returned by citizens, and a reward claimed? and what was generally the condition of such horses when brought back?

Answer. Yes; and when they were brought back, they appeared to have received very bad treatment. If they had not had U. S. D. on them, which was the dragoon brand, you would not probably have been willing to give \$20 or \$30 for them.

Question by Colonel Brant. Did you have a good opportunity of seeing the manner in which dragoon horses were treated at Jefferson barracks during the summer and fall of 1837? If so, state how you came to have the means of observing and describing the manner in which the horses were treated.

Answer. I have seen the horse-farrier, when shoeing horses, beat two of them, kick them, and beat them with a twitch, used for the nose during shoeing. I have seen horses on drill, when charging against a bar, get a beating to make them jump, and they would sometimes fall and hurt themselves and the riders. When a horse would not jump, men on foot had switches to whip and make him do it. The switches or sticks were as big as your thumb. The horses (a great number of them) became lame from falling in jumping. When not fit for use, they were put into the pasture, and strayed away.

Question by Colonel Brant. You say that from various causes a number of the dragoon horses at the barracks became lame, or otherwise unfit

for service, during the summer and fall of that year. If so, do you know what became of them?

Answer. A good many strayed away from the pasture, and were brought in by citizens, and delivered to Lieutenant Bullock, the quartermaster at Jefferson barracks. I do not know any thing further about them.

Question by Colonel Brant. Do you know of any horses having been condemned by a board of survey at Jefferson barracks during the summer of that year? and, if so, do you know from what causes they became unfit for service?

Answer. I know that a board of survey condemned horses. I have said how horses became injured generally; and some of those condemned by that board were injured, as I have stated, by bad treatment.

Question by Colonel Brant. Have you ever seen Captain Bullock write? If so, look at the signature to this paper, and say whether it is his handwriting.

Answer. I know his handwriting well. I believe the signature of that paper to be his.

The following paper, shown to the witness with this last question, ordered to be recorded; the original returned to Colonel Brant:

"List of horses delivered by Lieutenant E. D. Bullock, acting assistant quartermaster at Jefferson barracks, to Major J. B. Brant, quartermaster at St. Louis, Missouri.

" 23. Twenty-three horses condemned by board of survey, convened per order of 18th July, 1837; and turned over 1st August.

" 16. Sixteen horses not required for service at Jefferson barracks, turned over on 7th August.

" E. D. BULLOCK,

" *Lieutenant and Acting Assistant Quartermaster.*

" ASSISTANT QUARTERMASTER'S OFFICE,

" *Jefferson barracks, August 7, 1837.*"

Question by court. Do you, or not, know whether all the horses you saw arrive at Jefferson barracks for the dragoons, and which you say were in fine order in 1837, came from Lieutenant Colonel Brant's pasture?

Answer. I do not know it.

Question by court. Were, or not, horses frequently rejected or condemned for other causes than lameness or injuries they received while breaking them and teaching them to leap?

Answer. Not to my recollection.

Question by court. Did you mean to say the horses were cruelly treated or beaten while teaching them to leap? or was the whipping necessary and usual in such cases?

Answer. They were not hurt from the striking. They were hurt in the falling down.

The court adjourned to meet to-morrow at 10 o'clock.

SATURDAY, FEBRUARY 2, 1839.

The court met pursuant to adjournment.

Present: Colonel Cutler, president; Major Graham; Major Wharton.

In consequence of the sickness and absence of the judge advocate and recorder, the court adjourned to meet at 10 o'clock on Monday.

MONDAY, FEBRUARY 4, 1839.

The court met pursuant to adjournment.

Present: All the members.

The judge advocate and recorder presented the following deposition, taken, on the part of Colonel Brant, out of court, by order of the court, in consequence of the application of Colonel Brant, stating that the witness is about to leave the city :

Deposition of CHARLES COLLINS :

Question by Colonel Brant. Are you a resident of this city ? and, if so, for what length of time ?

Answer. I am, and have been for fifteen years.

Question by Colonel Brant. Have you ever kept a livery-stable in this city ? if so, for what length of time ?

Answer. I have kept a livery-stable for several years. It has been about twelve years since I first commenced to keep a stable. I have owned and kept two stables at a time. It has been about two years since I was engaged in that business.

Question by Colonel Brant. Are you acquainted with the plantation of Lieutenant Colonel Brant, at which the public horses were kept in the summer and fall of 1837 ? If so, do you know that portion of the tract which was used as a meadow ? if so, state as well as you can its extent and quality, and the probable quantity of hay which it would produce per acre.

Answer. I am acquainted with Lieutenant Colonel Brant's plantation north of St. Louis, but know nothing of the fact that public horses were kept there in 1837. I know that portion which was used as meadow and pasture, but more particularly as pasture. I refer to that portion of the farm east of the Bellefontaine road—the part that has the big spring on it. I think the pasture referred to was about twenty acres. The quality of the soil is very good, and will produce about two or two and a half tons per acre. This opinion was formed from what I heard others say.

Question by Colonel Brant. If that meadow land had belonged to you, state what you would have considered a reasonable rate per week to have charged for turning in and keeping horses in the meadow before it was cut ; allowing each horse, at the same time, eight quarts of old corn, or its equivalent, per day, during the summer and part of the fall of 1837 ?

Answer. I would have charged as much for keeping horses in that way as keeping them in town ; and would much prefer horses of mine to be kept in that way than to be kept in a livery-stable, because horses so kept have exercise, which they do not get in livery-stables. I would have charged in that year, for horses kept in that way, \$3 per week.

Question by Colonel Brant. Are you acquainted with the description of horses known in this part of the country by the name of "prairie horses," or "French ponies ?" If so, state whether they, or the same number of full grown American horses, will require the greater quantity of food to keep them in good order ; and would the difference be so great as to make a material variation in the price for which they could be kept ? and how much per week ?

Answer. I am acquainted with that kind of horses. I think it requires less food to keep them in good order than it does for American horses. I think prairie horses could be kept at a less expense, but I never made a difference in charging for the two. I would have kept a large number of prairie horses for less money than the same number of American horses.

Question by Colonel Brant. Supposing two contracts were advertised—one for keeping 200 American, and the other 200 prairie or French horses, in the summer of 1837; and that \$3 per week each was a reasonable rate for each American horse: for what price per week, each, would you have agreed to keep the 200 prairie horses?

Answer. I would have agreed to keep the prairie horses each for a half-dollar less a week, as they require less grain than American horses.

Question by Colonel Brant. Do you know what was the price of corn per bushel, in the summer and fall of 1837, at this place? Did you make any contracts for the sale and delivery of corn during that time? If so, state the quantity, and the price.

Answer. In the month of August, 1837, I sold about two thousand bushels of my own corn at 70 cents per bushel, in this place. I think 70 or 75 cents was the market price here at that time. I sold by weight, at 52 pounds to the bushel, including the sacks; the sacks weighing about $1\frac{1}{2}$ pound, and being worth from 14 to 18 cents. The 14 cents sacks contain 2 bushels, the 16 cents sacks contain $2\frac{1}{2}$ bushels, and the 18 cents sacks contain 3 bushels.

Question by Colonel Brant. Which will weigh more—a measured bushel of corn or a weighed one? Which of the two is that by which corn is usually sold in the St. Louis market?

Answer. A measured bushel, if the corn is good, will weigh more, and will average about 56 pounds. The usual mode of selling corn in St. Louis is by measure, because generally sold in the ear.

Question by Colonel Brant. Do you know the livery-stable, sheds, and yard kept by Jacob O. Bradshaw, in the summer and fall of 1837? If so, describe them, and state the number of horses which you know to have been kept there at different times, and the number which you believe could have been conveniently accommodated there in 1837.

Answer. I do; and I built the stable referred to myself, on Second street, a little above Oak street. It is a frame stable with two rows of stalls, and a shed attached. The shed is about 160 feet in extent, and most of the way doubled, so that two rows of horses can stand under it. I had there myself from 100 to 120 horses at one time, and I think 100 could have been conveniently accommodated there in 1837. The yard of the stable could not have accommodated any conveniently.

Question by Colonel Brant. Are you acquainted with the size and respective advantages of the following buildings for warehouse purposes, viz: the frame building now occupied by Collier & Pettus, situate on Church or Second street, between Market and Chesnut streets; the brick building of John H. Gay, formerly occupied by Bray & Bailey, situate on Chesnut street, between Main and Front streets; the stone building of Collier & Powell, now occupied by N. E. Janney, situate on Chesnut street, between Main and Front streets; the brick building owned by Woods, (rear of Union hotel,) on Prune street, between Main and Second streets; and the frame building of Daniel D. Page, on Walnut street; and the brick building now occupied by the quartermaster's department, and situate on the corner of

Laurel and Second or Church streets? If so, state which of these you consider to be best adapted and most convenient, with reference to its locality, size, and construction, for receiving and putting out articles of storage.

Answer. I am not particularly acquainted with the buildings, although I have seen them all. I am better acquainted with the building commonly called Major Brant's warehouse, on the corner of Second and Laurel streets. Major Dobbins and myself were requested by Colonel Brant to examine the warehouses referred to. My opinion is, that Mr. Page's, and the one on the corner of Second and Laurel streets, and the one in the rear of the Union hotel, are the most convenient; and the two situate on Chesnut street not so convenient as the three just named—the street being narrow, and too much inclined. The suitableness, with respect to size, locality, and construction, for storing purposes, would depend on the articles to be stored. If I wanted to store salt, I would prefer Page's; to store dry goods and valuable property, I would prefer the brick warehouse on the corner of Laurel and Second streets; for the reason that it is safer in the case of fire, or attempts to break into it. Page's building is the largest. The warehouse in rear of the Union hotel is not so large as any mentioned; I think it is as convenient, however, in point of locality. I think there is but one room in this building occupied as a warehouse. There is not much difference in the situations of Page's warehouse, and the one on the corner of Second and Laurel streets, with respect to convenience to the principal steamboat landing of this city. Page's building has but one main floor, and a loft where some goods may be put; the brick house on Laurel and Second streets has two stories and a garret. All the buildings are at this time dry; an upper floor is usually drier than a lower one.

Question by Colonel Brant. Would there be any material saving of time, as between Page's building and one at the corner of Laurel street, in reference to their relative proximity to the main steamboat landing, and the shipping and reshipping of stores?

Answer. The one on Laurel street would have some advantages in this respect.

Question by Colonel Brant. Supposing you wanted a warehouse for storing goods of various descriptions, dry goods as well as others, which of the two warehouses would you prefer—Page's, or the one corner of Laurel street? and what sum per annum would you be willing to give for the one over the other?

Answer. I would prefer the one on Laurel street; and if I were going to rent it, would give more for it than for Page's building. I cannot state precisely what difference I would make; perhaps I would give one hundred and fifty or two hundred dollars more.

Question by Colonel Brant. Do you know the frame building on Second street, adjoining the brick one on Laurel street? If so, what do you consider would have been a fair average annual rent for the brick warehouse on the corner of Laurel and Church streets, and of the frame building directly south of it, on Second street; the former for five years, ending on 31st December, 1838, and the latter for 1837 and first quarter of 1838?

Answer. I know both buildings; the one on the corner of Laurel and Church streets, I think, for the last five years would have rented for an average of seven or eight hundred dollars per annum; now it would rent for more—probably one thousand dollars; rents being now nearly double what they were five years ago. The frame building on Church street would

have rented for about four hundred and fifty or five hundred dollars for the year 1837, and the rent for 1838 would have been about the same. I think the building on Laurel street would have rented for one thousand dollars in 1837 and 1838, and would bring that for the present year.

Question by Colonel Brant. Do you know John Darneille? If so, did you hear him speak of the testimony he was to give, or had given, before this court, in the case now pending? and state, as nearly as possible, the precise language used by him on the subject.

Answer. I know John Darneille, and heard him say he was going before the court to give testimony against Colonel Brant. I observed to him, that I expected to have to give testimony myself about horses that I had delivered; that I had been to Colonel Brant's office, to look at receipts which I had signed there. Darneille observed that he intended to examine papers also, and that he intended to have the papers brought into court. I told him that if he would go to Colonel Brant's office, he could examine the papers himself. He replied, that if he thought they would let him see the papers, he would go up. I told him there was no doubt of that, for Mr. Haverty had said to me that any man might examine papers who wanted to. Darneille then said he would go up and examine the papers; "for," said he, "I have a memorandum in my pocket that will show what the horses or mules cost, which I bought for, or sold to, Major Brant." He also said that he thought he could show that Major Brant had charged the Government more than he had given him for the horses. I do not recollect any further of the conversation I held with Mr. Darneille. I have stated its substance.

Question by Colonel Brant. Did you, at any time since the session of this court, bear a message from John Haverty, clerk in the quartermaster's office at this place, to John Darneille, intimating a desire on the part of said Haverty to have a conference with Darneille, relative to certain vouchers for horses purchased? or did said Haverty express to you any wish or desire for such a conference with Darneille?

Answer. I bore no such message for any one, directly or indirectly; neither did Mr. Haverty express a wish to me to have a conference with Darneille, but said anybody that wished might examine the papers in the office. While I was examining papers in the office, Haverty might have mentioned Darneille's name to me, but I am not positive.

Question by Colonel Brant. State why you expected to be examined as a witness before this court, at the time you went to examine the papers.

Answer. I expected it, because Captain Crosman had spoken to me on the subject, and said it was probable I would be called as a witness; this was during Colonel Brant's absence in Florida. I was in Captain Crosman's office on business; a conversation took place between us, in relation to certain charges against Major Brant. Captain Crosman said there were some serious charges against the Major. He asked me if I had signed any blank receipts, in the course of the conversation; also, if I knew any thing about public horses having been kept in Colonel Brant's pasture. I replied, that I knew nothing about the horses, but that I had signed blank receipts. He then told me, I think, I had better examine my papers, to see if the receipts had been filled up properly. Colonel Marsh came into the office during this conversation. Captain Crosman expressly said that he had not preferred charges against Colonel Brant, but that he was in a situation that compelled him to notice the charges. I went home and examined, but could not find the original memorandums of horses, corn, &c., sold by me

to the Government. I have sold large amounts of corn, and a great number of horses, to the Government, within the last ten years. Soon after Major Brant returned from Florida, I called at his office and asked him if he would object to my examining some receipts which I had signed for horses and corn sold to him, one or two of which I had signed in blank. He said he had none, and that I could examine any papers I pleased in the office. I accordingly examined, at another time, the receipts just spoken of, which were shown to me, having been laid on the table for my examination. I examined them all, and found the receipts filled up with the amounts I had received. It was after this that I told Darneille I had examined the papers in the office, and had found them right, as far as I was concerned, and that he had better do the same.

Question by Colonel Brant. Did you communicate the result of your examination to Captain Crosman? If so, at what time?

Answer. I never did.

Question by Colonel Brant. State when you had the conversation just alluded to, with John Darneille; was it before or after the 26th of last November?

Answer. It was since this court of inquiry commenced its session.

Question by Colonel Brant. Please state when, where, and under what circumstances, you signed the blank receipts spoken of; and whether they were so signed at your own instance, or that of some other person.

Answer. When I was buying dragoon horses, (I think, in 1836,) in one case I called at Colonel Brant's office for the money for horses I had sold. Mr. Haverty said the account was not made out. I told him it made no difference; to let me sign a blank receipt, and that he could fill it up afterwards. He said he did not like that way of doing business, but gave me a blank receipt, which I signed; and gave me a check for the money, which, I think, was signed by Major Brant. My memory is very bad as to time. I think Colonel Dodge and Colonel Kearney were here at the time. Colonel Marsh was one of the persons who decided on the value of the horses that I sold to Colonel Brant at that time. In 1837 I signed blank receipts for corn sold, which I thought had been sold at 75 cents per bushel; but, on examining the receipt afterwards, I found it was but 70 cents. I do not remember how it happened that I signed blank receipts on that occasion. I only know that I was in a hurry, and did not wish for the receipt to be filled up; I cannot recollect enough about this circumstance to state any thing positive. Colonel Brant was not present in either case; in one case he was in an adjoining room. The instances just mentioned are the only ones in which I have signed blank receipts, that I remember. I may, however, have done so in some other instances. Mr. Haverty is a particular man, and always insisted on accounts being made out before the money was paid.

Question by judge advocate. How much corn did you sell in August, 1837, for 70 cents per bushel? to whom did you sell it in this city; and when did you deliver it? Was it sold for cash or credit?

Answer. I sold the corn for cash to Colonel Brant, for the service of the Government. I sold about 2,000 bushels to Major Brant, at this price, which was delivered on the bank of the river.

Question by judge advocate. Did you see the horses purchased last year, or in 1837, by Major Hitchcock, for the United States? and do you know whether they were ponies, or generally common sized horses?

Answer. I know nothing about them.

Question by judge advocate. When, and of whom, did you purchase sacks to hold two bushels of corn, for 14 cents per sack? and how many sacks did you thus purchase? Were they new sacks, or old ones?

Answer. Of G. F. Randolph & Co., of New Orleans. I cannot tell the number—perhaps about 20,000; they were all new. These sacks were what is called “gunny bags.”

Question by judge advocate. Did you make any difference in the price of keeping horses at livery, or otherwise, *merely* on account of their size; or do you know of any case where such a difference was ever made? If so, state it. State, also, what that difference was, in dollars and cents; and by whom and when made.

Answer. I remember no case of the kind. I never made any difference in keeping horses on account of their size. I have kept mules for less.

Question by judge advocate. Did you ever see the hay weighed which was cut off the pasture or meadow alluded to, on Lieutenant Colonel Brant's plantation; or how do you know how many tons it would yield to the acre? Is this a mere matter of opinion of yours; or do you know the fact stated by you? If opinion only, upon what data do you make the calculation?

Answer. I never saw any hay cut off the plantation; it is merely my opinion, which is formed from the hay I saw cut from Captain Bissell's field, adjoining.

Question by judge advocate. Do you know how the United States horses and mules were fed and attended to on Lieutenant Colonel Brant's plantation in 1837? If so, state it, and all the particulars within your knowledge.

Answer. I know nothing about it.

Question by judge advocate. Do you mean to say that you would charge as much for keeping horses at pasture near town, and feeding them with green corn, sheaf oats, and wheat bran, as you would to keep the same horses at livery in stables in this city—giving them the care and feed usual for horses kept at livery?

Answer. I do not.

Question by judge advocate. What are the usual or customary prices for pasturing, and occasionally feeding from a corn field, or with sheaf oats, horses kept on farms in this neighborhood during the summer and fall months?

Answer. It depends on circumstances. If horses had as much grain as they wanted, they would do better in a pasture, where they would get exercise. There was no established price for keeping horses in the manner described.

Question by judge advocate. You have said you built the stable occupied by J. O. Bradshaw in 1837; did you build it for a livery-stable? and, if so, when did you build it; and who were the mechanics employed by you for the purpose?

Answer. I built it for a livery-stable, and between seven and ten years ago. The mechanics, I think, were Whitehill & Finch. This stable (the one referred to in all my testimony) is the one now occupied by Reeher.

Question by judge advocate. Did you see them, or do you know how many horses were driven from Lieutenant Colonel Brant's plantation in 1837 by Colonel Gentry, in the droves he had charge of, to be used in Florida for draught and packs; and were there, or not, many small horses, or what is termed in this country “French ponies,” amongst them?

Answer. I do not think I saw the horses at all alluded to in the question; but I did see the horses which Colonel Gentry's volunteers were mounted on.

Question by judge advocate. What other persons were present at the time the conversation you say took place between yourself and Mr. Darneille? When was the conversation, and where, as nearly as you can now recollect?

Answer. I have no recollection of any one being present; the conversation took place at the stable which Darneille rents from me.

Question by judge advocate. Did any one desire you to call upon Mr. Darneille, or talk with him, on the subject of signing blank receipts; or did you have a conversation with any one about his (Darneille's) examining papers in the quartermaster's office? If so, state who, and all the circumstances.

Answer. I have no recollection of having a further conversation with any one on the subject, except to ask Mr. Haverty if any one was allowed to examine papers. This inquiry was made at the time I examined mine.

Question by judge advocate. If a contract had been offered to you in 1837 for keeping at pasture and in stables (say) 600 or 700 United States horses and mules, or any less number, (you agreeing to feed them on grass, green corn, wheat bran, and old corn, if necessary, occasionally, and sufficient to keep them in good condition,) what sum per head would you have taken them for, if at all?

Answer. I would have kept them under such circumstances for \$2 50 per week.

Question by judge advocate. Did you not come to Captain Crosman's office in this city, uninvited, in the winter of 1837 or spring of 1838, in company with another person, and then and there inform Captain Crosman that you had signed blank receipts for Lieutenant Colonel Brant, and offer your services to go to Washington city, if necessary, as a witness, in the event of an investigation of the subject?

Answer. No, never. I never went to Captain Crosman's office with any one to see him. I met Captain Crosman in the street a day or two previously; he said he wanted to buy a lot to build a house upon; he made an appointment to meet me at a certain day at the new market-house, and at a certain hour; I went to the place at the time, and waited for him about one hour; he did not come. I then went down to his office, where he told me he was about purchasing a lot of another man, and would not want mine. He was engaged at that time, and could not go up with me. Captain Kingsbury was in the office; and when I sat down, he got up and went out. Our conversation commenced in relation to Colonel Brant, at which time he advised me to examine my papers, that I might be called on as a witness. I then asked him, in case I was called, would I be called to Washington city. He said he presumed not; if it was tried at all, it would be tried here. I am not certain that this conversation did not commence before Captain Kingsbury went out of the office. Colonel Marsh came in during the conversation.

Question by Colonel Brant. Were you summoned to attend this court as a witness? did you attend? and were you discharged without being examined?

[NOTE.—The court directed the answer given by the witness to be left out of the record, as stated at the end of this deposition.]

Question by Colonel Brant. Look at this paper, and say whether it is one of the receipts which you spoke of as having been signed by you in blank.

Answer. I think it is ; although the date is farther back than I supposed.

[NOTE.—A voucher of Colonel Brant's public accounts, dated in September, 1833, was shown to the witness with this question, as a " memorandum made at the time," to refresh his memory respecting the date of the transaction which, in his testimony, is spoken of as happening in 1836.]

The foregoing deposition taken and sworn to before me this 3d of February, 1839.

J. F. LEE,

Lieut. U. S. army, Judge Advocate and Recorder.

When this deposition was read in court, the court directed the following notes to be recorded :

1. " A question was put to the witness by Lieutenant Colonel Brant, and answered, in reference to a matter not before the court for investigation, and having no bearing whatever upon the subjects of investigation. The court, therefore, upon the reading of the deposition before it this morning, directed that neither the question nor answer should be entered on the record."

2. " The court received a paper from Lieutenant Colonel Brant, contending that the question which the court directed this morning to be stricken from the deposition of Collins ought to remain on the record. The court declines receiving this paper, inasmuch as it embraces the answer of the witness, and endeavors to get on the record indirectly what the court had excluded as inadmissible—a course which the court condemned by a former decision. The court, however, while deeming the question wholly unimportant, does not consider the objection to it sufficiently strong to exclude it, in opposition to the wishes of the accused ; in compliance with which, it therefore is directed to be restored to the record, in order that the nature of the question may be seen."

HENRY L. CLARKE, a witness on the part of Lieutenant Colonel Brant, duly sworn, answers :

Question by Colonel Brant. Were you a clerk during the year 1837, with Wm. C. Anderson, agent of the Commercial Bank of Cincinnati ? If so, in what particular capacity ?

Answer. I was receiving and paying teller at the agency of that bank in this city.

Question by Colonel Brant. Look at these papers, and state whether you have ever seen them before. If so, where, when, and for what purpose ?

Answer. I believe they were checks presented to me for payment, and that I paid the money for them. I am thoroughly acquainted with the handwriting of Colonel Brant, and I know the signature of John Darneille. The signature to the order is written by Colonel Brant, and the name endorsed is written by John Darneille.

[NOTE.—The following papers were shown to the witness with this question. Originals returned to Colonel Brant.]

W. C. ANDERSON, Esq. :

Pay to the order of John Darneille one hundred dollars.

\$100.

J. B. BRANT, *Quartermaster.*

JUNE 21, 1837.

Endorsed

JOHN DARNEILLE.

W. C. ANDERSON, Esq. :

Please pay J. Darneille three hundred and seventy dollars.

\$370.

J. B. BRANT, *Quartermaster*.

JUNE 21, 1837.

Endorsed JOHN DARNEILLE.

Question by Colonel Brant. When were those checks paid?

Answer. I refer to the blotter in court, and find that, among others, two checks of Colonel Brant were paid on the 23d of June, 1837; I believe one for \$370 and the other for \$100. I believe these were the checks produced to-day. They might have been paid on the 21st, but not entered on the blotter till the 23d.

Question by court. Were those checks paid to Darneille on any public account? If so, for what?

Answer. I believe it was paid from public money on deposit. I believe it was in payment of a public account of horses; but I cannot state positively. It is a mere presumption of mine, from the character of the checks; the character of the person to whom it was paid; and from the fact, that Colonel Brant was buying a great many horses at that time.

W. C. ANDERSON, a witness on the part of Colonel Brant, duly sworn, answers :

Question by Colonel Brant. Were you the agent of the Commercial Bank of Cincinnati at this place in June, 1837? If so, who was the receiving and paying teller of the Commercial Agency at that time?

Answer. I was the agent at that time. It appears to me Mr. H. L. Clarke was the receiving and paying teller. On referring to the teller's cash settlement book in court, I find that he was. This is the book in which were entered checks of banks and public officers; private individuals' checks were entered on another book.

[NOTE.—This was the book referred to by Mr. Clarke just before.]

Question by Colonel Brant. Look at those checks, and state whether you have any knowledge of their being presented for payment.

[NOTE.—The checks referred to already recorded, page 244 *et supra*.]

Answer. I have no recollection of them; they have the marks of the cancelling axe; which I recognise as the axe of the agency.

Question by Colonel Brant. Please state whether checks made payable to order are paid without being endorsed by the person in whose favor they are drawn.

Answer. They ought not to be. If so done, it is at the risk of the payer.

Question by Colonel Brant. Did Lieutenant Colonel Brant, as quartermaster, have a considerable amount of public money deposited in the Commercial Agency in 1837? If so, was it in specie or otherwise?

Answer. I cannot tell the amount, whether it was much or little, without looking at the books. The deposit was always considered as specie. The entry was made as cash. After the 22d of May, which was the time of the suspension of specie payments, no payments were made in specie, unless the deposit was a special deposit made in specie, to be paid in specie.

Question by Colonel Brant. Did Lieutenant Colonel Brant receive the full amount of the public funds by him deposited in the Commercial Agency in specie?

Answer. No. His checks were sometimes paid in paper ; but up to the 22d of May, the checks were paid in funds as required by the holder—that is, in paper or specie. The principal circulation here at that time was paper of the State Bank of Illinois, and some paper of the banks of Ohio, Kentucky, and Indiana.

Question by Colonel Brant. Please state whether you knew of any hostility existing between Captain (now Major) E. A. Hitchcock and Major (now Lieutenant Colonel) Brant in the summer or fall of 1837, or subsequent to that period. If so, state the circumstances and conversations had with said Hitchcock.

[NOTE.—The court discussed the propriety of this question, and decided that it be put to the witness. The president requested the witness to confine his answer to such facts as may show hostility or malice on the part of Major Hitchcock towards Colonel Brant.]

Answer. What I know is only by inference. It was in relation to this case now pending. I think it was about the fall of 1837, while Colonel Brant was absent with the army in Florida, I met Major Hitchcock, and we conversed relative to charges which, it was rumored, were about to be preferred against Colonel Brant. From my long acquaintance and good feeling for Major Brant, I felt an interest in the matter, and I inquired of Major Hitchcock what the charges were. He did not say what they were, but that they were of a very serious nature, and, if proved, would operate very unfavorably on Colonel Brant's character as an officer. I expressed my regret. He said he regretted it on account of Colonel Benton. I was surprised at his saying so, and inferred from it that he was hostile to Colonel Brant. I remarked, I thought it was equally to be regretted on Colonel Brant's account. He made no reply, but expressed his apprehension that some of the charges would be proved. I know of no other circumstance from which I inferred any hostile feeling to Colonel Brant on the part of Major Hitchcock.

Question by court. Have you any knowledge of the object for which those checks were drawn by Lieutenant Colonel Brant ?

Answer. None. I do not know that I ever saw them before.

Question by court. Please state, if you know, whether payment was made by the Commercial Agency, at any time in 1837, to John Darneille, on checks of Lieutenant Colonel Brant, in any thing but specie. If in any thing else, say in the notes of what banks.

Answer. I cannot say I know any thing about it. I never heard the name of John Darneille till lately, that I recollect of.

Question by court. Have you, or not, recently been an applicant for the appointment of disbursing agent for the Indian Department—an office which, for some time past, has been, and is now, filled by Major Hitchcock ? and did, or did not, Lieutenant Colonel Brant recommend you for the office ?

Answer. I was not an applicant myself. The application was made for me, and I believe Colonel Brant recommended me. I had specially applied for another office ; but this was substituted by my friends.

Question by court. What was the discount on Tennessee bank notes in this market in June, 1837 ? and did the bank for which you were agent ever pay the official checks of Lieutenant Colonel Brant during that year in Tennessee paper ? and, if so, was it paid at par or otherwise ?

Answer. I cannot tell the discount, without reference to prices current. I do not know that there was any discount—I rather think there was. I cannot say that we ever paid Colonel Brant's checks in Tennessee paper; but if we did, it must have been bankable and at par.

Question by court. Do you mean to be understood that, from the conversation you stated between Major Hitchcock and yourself, there was, in your mind, evidence of hostility or malice on the part of Major Hitchcock towards Lieutenant Colonel Brant; or, simply, that you inferred Major Hitchcock thought unfavorably of him in reference to his conduct as embraced in these charges?

Answer. I inferred that he had some bad feeling, as well as an unfavorable opinion of Major Brant. I did not infer that he had any malicious feeling towards Colonel Brant. I thought Major Hitchcock was somewhat cautious in expressing himself. I took pains to draw from him a further opinion; but was disappointed. I supposed he reflected that I was a particular friend of Colonel Brant; which, I believe, was the reason of his not expressing himself more freely.

Question by court. You have stated that you believe the reason why Major Hitchcock did not go on and state more about Lieutenant Colonel Brant, was, that he knew you were the particular friend of Colonel Brant. Do you mean to be understood that his not going on constituted any part of the evidence in your mind that he was hostile towards Lieutenant Colonel Brant?

Answer. No. Perhaps Major Hitchcock considered it was improper for him as an officer to speak of another officer in a manner that might be prejudicial to him.

The court adjourned to meet to-morrow at 12 o'clock.

TUESDAY, FEBRUARY 5, 1839.

The court met pursuant to adjournment.

Present: All the members.

General H. ATKINSON, United States army, a witness on the part of Col. Brant, duly sworn, answers;

Question by Colonel Brant. How many years have you been stationed in Missouri?

Answer. It will be 20 years the 1st day of June next since I arrived here, and was placed in command the next day.

Question by Colonel Brant. Are you acquainted pretty generally with the farms and plantations in the immediate vicinity—that is, within three or four miles of St. Louis?

Answer. I think I am not well acquainted with the situation of the farms now, in every direction from St. Louis, in consequence of there being so many improvements, and so many new farms opened within the last few years. I am acquainted with the farms on the road leading north and the road leading south; lying within 4 or 5 miles on the north, and 15 or 18 miles on the south.

Question by Colonel Brant. Are you acquainted with the plantation of Lieutenant Colonel Brant, on which the public horses were kept in 1837? If so, state whether it contained meadow or pasture-fields; and how were

they adapted, as regards grass, water, range, shade, and fences, for keeping and pasturing horses?

Answer. I am acquainted with that farm : it has good meadow grounds, embracing some 30 or 40 acres, set in grass ; abundance of water—spring and branch water ; many shade trees, and a good fence.

Question by Colonel Brant. Do you know of any other place within three or four miles of St. Louis possessing equal advantages with that owned by Lieutenant Colonel Brant, on which the owner of the property would have agreed to feed and pasture the public horses in the summer and fall of 1837?

Answer. There are four adjoining farms on the north. I believe they all have good grass—good grazing meadow fields, containing probably from 30 to 50 acres. I do not think they are as well watered as the place Major Brant owned ; but I believe all the fields went down to a creek, where there is plenty of water. The ground, I think, is not so well shaded as the farm spoken of, of Colonel Brant's ; but they all had shade trees. I do not know whether either of these farms could be obtained for the purpose of pasturing horses.

Question by Colonel Brant. Did you visit the plantation of Colonel Brant while the public horses were being kept there in 1837 ? If so, please say what appeared to be the state of the pasture, and the condition of the horses.

Answer. I rode out two or three times to the field which runs up to the road. I was not in it ; but the whole, or most of it, lies under view from the road ; and particularly a large spring, the branch of which runs off through the pasture. For some weeks after the horses were put there, the pasture was very fine. Late in the season the grass appeared to be a good deal subdued, and would not have sustained the horses without being fed : that was towards the latter part of the time that the field was used as pasture. The condition of the horses was generally very good, judging from their appearance when they were brought down to the barracks and put in the hands of the dragoons. I had occasion to look at them when they were brought down—not to inspect them very particularly, but to look at them, and observe their appearance.

Question by Colonel Brant. From your experience of the most proper mode of treating horses with a view to prepare them for dragoon or other active service, which should you prefer during the summer season : to have them put in a good pasture, possessing range, shade, and water, receiving at the same time full allowance of grain ; or kept in a livery-stable, without being exercised ?

Answer. Horses being travelled in from the country, I should prefer they would run a week or ten days (according to the distance they had travelled) in a pasture, where they were well fed ; and it was necessary to pasture a large number of the horses that were purchased for the dragoon service at that time, as they had been brought from Cincinnati and other places, by water, in steamboats. If the movement of the horses were to be protracted two or three months, I would prefer that they should occasionally be put upon pasture ; but most generally upon dry food, in the stable. If they were to move at once, (say in two weeks,) I would prefer that they should run out only some few days, except they had been brought in by steamboat, or a journey of three or four days across the country, when they should be allowed a few days' pasture before going to the stables. In speaking of keeping horses in the stables, I mean that they should have

sufficient exercise to keep them active and healthy. I should prefer them to be kept upon pasture and well fed, to being kept at livery, without being well groomed and exercised. But a horse can be better prepared in a stable for hard service, using the proper attention; for instance, giving a groom to every four or five horses.

Question by Colonel Brant. Do you know what was the usual rate charged per week for keeping horses at livery, in St. Louis, in the summer and fall of 1837?

Answer. I do not think I know precisely. Not less, I think, than \$3 50 ordinarily. What it might have been for a large number of horses, I do not know.

Question by Colonel Brant. From your knowledge of all the facts respecting the keeping of the public horses on the plantation of Lieutenant Colonel Brant in 1837, the situation of the place as regards its vicinity to St. Louis, the quality of the pasture, the other advantages, and the rate charged per week, (\$3,) was the public service promoted or injured thereby?

The court ordered the following decision upon this question to be recorded:

"The court decides that this question is an improper one, and cannot be answered, inasmuch as the inquiry made of the witness is one which it is the prerogative of the court only to reply to, from all the evidence that may be adduced on the subject. An inquiry as to the best of several modes of keeping the public horses will be admitted; but the court reserves to itself the right—as it is its duty—to say how the public interest may be affected by either mode."

Question by Colonel Brant. Do you recollect, during the time that Lieutenant N. J. Eaton was acting as the commissary at the post of Jefferson barracks, whether he objected to receive a quantity of pork that had passed inspection, and been sent there by the contractors, Hill & McGunnegle: if so, whether you interfered, or requested Lieutenant Colonel Brant to speak to Lieutenant Eaton upon the subject, and for what purpose?

Answer. Lieutenant Eaton reported to me that Hill & McGunnegle had sent a quantity of pork to Jefferson barracks, as contractors for furnishing provisions, which was not of a quality required by the contract. I directed him not to receive it—I think some two hundred barrels. I do not know that it had been inspected. I think, however, it was said to have been inspected in St. Louis before it was sent down. I am not positive as to the inspection. The pork was not received, and it was reshipped by the contractors. I do not recollect of speaking to Lieutenant Colonel Brant on the subject at all; still, as it has been several years ago, I may have done so.

Question by Colonel Brant. Do you know whether there has been any hostile feeling existing, for some years back, on the part of Captain Crosman, towards Lieutenant Colonel Brant? and, if so, in what it originated?

Answer. There was some difficulty between Captain Crosman and Col. Brant whilst Captain Crosman was serving as assistant quartermaster at Jefferson barracks, Colonel Brant doing duty here as assistant, and charged with the general disbursement of the funds of the Quartermaster's Department in this district. Captain Crosman appeared to be dissatisfied with

receiving orders from Colonel Brant, as they were then both assistant quartermasters. Captain Crosman seemed to feel a good deal of dissatisfaction at the manner in which the duties were confided to each of them, respectively; but whether he felt any personal enmity against Colonel Brant, to me can be only a conjecture, as I do not recollect that he ever expressed himself in language for me to come to such a conclusion. I thought he was hostile to him; but I may be entirely mistaken.

Question by Colonel Brant. How long have you known Lieutenant Colonel Brant as an officer attached to the Quartermaster's Department?

Answer. Since about the year 1823: since when, he has been subject to my orders.

Question by Colonel Brant. Please state whether, during that period of time, his duties have occasionally been of an arduous and important nature, requiring heavy purchases on account of the Government, and the disbursement of large sums of public money; and what have been his general character and conduct as to the honest and faithful discharge of his official duties?

Answer. His duties have been arduous, his responsibilities great, and his purchases and disbursements very large. His conduct, in his official capacity, has been prompt, and performed with great fidelity, as far as it fell under my observation. I have always considered him as one of the most efficient officers of the *Quartermaster's Department*.

Question by court. Are you acquainted with the usual prices of pasturing horses, and feeding them with grain at the same time, in this vicinity—say for more than a month? If so, please state it.

Answer. I am not. I believe horses are turned into pasture without being groomed or fed with grain for \$1 25 to \$1 50 per week, (I have paid \$1 25,) so far as my knowledge extends by fact or information.

Question by court. After the horses were taken to Jefferson barracks in 1837, were any complaints made to you, by the commanding officer of dragoons, of the condition of the horses? were requests for boards of officers to inspect the condition of the horses made to you by dragoon officers? were you the commanding officer to whom such requests would have been made when occasion required?

Answer. No complaints were made to me as to the condition of the horses generally. They were considered by the commanding officer of the corps to be good horses, and in good condition. I think there were some boards required (I am not able to say whether Colonel Twiggs ordered the boards, or I did—most likely I did) on some horses that became diseased, and others that were crippled by training, in some of the troops. I do not think they amounted to more than five to seven crippled horses, and some half dozen horses that had become diseased. Some horses strayed off, and were brought back out of condition.

Question by court. From your knowledge of the character of the public horses near this, in 1837, the distance they had travelled, and the means by which they were brought here, as also in reference to the service they were designed for, and the period they were actually put on said service after having been brought here, please state which, in your opinion, would have been the better mode of putting those horses in proper condition, viz: pasturing and feeding them, as they were on Colonel Brant's farm; or to have had them placed at livery, fed in the usual way at livery, and turned out occasionally into adjoining lots for exercise?

Answer. Better in the field, in my opinion, affording a mixed keeping of both pasturing and feeding; that is, supposing they were fed. I have no means of knowing that they were fed on grain, except from the fact that troughs were out there, and the general impression that they were fed.

Question by court. Do you believe that the difficulty between Colonel Brant and Captain Crosman has caused malicious feeling on the part of the latter towards the former officer?

Answer. Captain Crosman expressed himself dissatisfied at being sent to Des Moines, to have barracks constructed there for part of the 1st dragoons. I have no other means of judging, than from the general tone of feeling expressed on the part of Captain Crosman, from which I concluded that he was not friendly; but, as to malice, I have no reason to suppose that he had a feeling that would fall under that name or expression. I consider that there is a difference between malice, and an absence of friendship. Captain Crosman always seemed to be restless and uneasy when acting under the orders of Colonel Brant.

Question by court. From your knowledge of the character of Captain Crosman, as an officer and a gentleman, do you, or not, believe he would suffer any personal feelings of hostility towards an officer to influence his testimony as a witness before this court?

Answer. I have no reason to believe that he would be actuated by any such feeling.

Question by court. Do you remember the circumstance of Colonel Brant's leaving here for several months, some four or five years ago, and leaving his office and duties in charge of an officer [Lieutenant Kingsbury] junior to Captain Crosman in the line, and not an officer in the quartermaster's department, who performed the duties of Lieutenant Colonel Brant, in his name, during his absence? and, if so, was it not on account of Captain Crosman's refusing to acknowledge that officer's right to select articles, or furnish supplies for the department at Jefferson barracks, that afterwards led to the official difficulty alluded to by you?

Answer. I recollect an absence of Colonel Brant, and of Captain Kingsbury's officiating in Captain Brant's office in the duties of the quartermaster's department; but whether he transacted the business in his own name, or in the name of Colonel Brant, I do not know; or that Captain Crosman made any objections, for the reasons stated in the question, is not now within my recollection. Mr. Kingsbury was assistant commissary at this post at the time.

The following letter was presented by Colonel Brant:

COURT-ROOM, January 5, 1839.

SIR: On yesterday the following question, viz: "Have you, or not, recently been an applicant for the appointment of disbursing agent for the Indian Department—an office which for some time past has been, and is now, filled by Major Hitchcock; and did not Lieutenant Colonel Brant recommend you for that appointment?" was put to a witness, and answered by him. At the time, I did not wish to make any objection, as the witness (a gentleman of character and respectability) might have had his feelings hurt, by having the view with which it was put commented upon; but I do now submit to the court that it be struck from the record, as wholly irrelevant to the present inquiry, not tending to elucidate any matter pertaining to it,

and the answer to it certainly not affording the slightest ground for imputation as to the veracity of the witness.

I remain, &c. &c.,

J. B. BRANT,

Lieutenant Colonel staff U. S. army.

Lieutenant J. F. LEE,

Judge Advocate, Recorder Court of Inquiry.

The court decided that "the question to which objection is made in the foregoing communication from Lieutenant Colonel Brant, the court regards as fairly growing out of the course of examination of the witness Anderson, pursued by Colonel Brant. Much of that person's testimony, if elicited for any relevant object, was evidently designed to invalidate the testimony of Major Hitchcock, of the army; it, therefore, became strictly proper to scrutinize the motives, interests, and bias of mind, of the witness called on thus to weaken the testimony of another witness. With this view, the question to which exception is taken was put by the court at the suggestion of the officer who preferred the allegations under investigation, and it consequently must remain on the record."

To enable the recorder to bring up the record, the court adjourned to meet to-morrow at 12 o'clock.

WEDNESDAY, FEBRUARY 6, 1839.

The court met pursuant to adjournment.

Present: All the members.

EDWARD DOBBINS, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. How long have you resided in this city, and what has been your regular business, trade, or calling?

Answer. I believe I have resided here twelve years 21st of last October. My regular business, from the time I came here until the latter part of 1835, (I think,) was that of a house carpenter, or joiner; since that time, I have been engaged here in the lumber business.

Question by Colonel Brant. Are you acquainted with the size and respective advantages of the following buildings for warehouse purposes, viz: the frame building now occupied by Collier & Pettus, situate on Second, between Market and Chesnut streets; the frame building of Daniel D. Page, on Walnut, between Second and Main streets; the brick building of John H. Gay, formerly occupied by Bray & Bailey, on Chesnut, between Front and Main streets; the stone building of Collier & Pettus, now occupied by N. E. Janney & Co., on Chesnut, between Main and Front streets; the brick building owned by Woods, situate on Prune, immediately adjoining the Union hotel, between Second and Main streets; and the brick building now occupied by the quartermaster's department, situate on the corner of Laurel and Church streets? If so, state which of them do you consider to be best adapted for the safekeeping and preserving public stores, with reference to the locality of the building, size, construction, and convenience for receiving and putting out articles of storage.

Answer. Mr. Collins and myself were requested to examine those buildings. I am not positive by whom, but I think it was by Colonel Brant. We examined them. It is with some diffidence I give my opinion as to the

best building for the purposes named. I do not profess to be a competent judge of matters of that kind. The frame building on Walnut street is large; a good deal of room in it; well adapted for storing coarse heavy articles in it; the floor level with the street; easy of access on that account. It would be convenient, I suppose, for heavy articles not easily damaged, such as tobacco and salt, &c.; but for dry goods, and articles easily damaged, I should consider that, or any other wooden building constructed like it, not a very safe place. The back of it appears to have been built of green lumber, and is open in the cracks, where rain, snow, or dust might blow in. The buildings of Mr. Gay and Mr. Collier, both on Chesnut, (one of stone, the other of brick,) in the lower stories are convenient for packing articles of that kind; the upper stories would do for dry goods, &c., but they would be inconvenient for heavy articles. The brick building back of the Union hotel is very convenient for heavy articles. The brick building corner of Second and Laurel (the quartermaster's store) is a two-story building, and a large garret—the roof thrown in the broad way of the building; the lower story, for the storing of heavy articles has the same convenience as the others I have spoken of; the second story and garret are very convenient for storing light goods, or such as could be taken up conveniently.

I do not exactly know what is meant by "public stores"—whether they may be corn, or beef and pork, or dry goods. If public stores consist of provisions, I should consider that there would not be much difference in regard to any of these buildings, except that the quartermaster's store (corner of Second and Laurel streets) is more convenient to the steamboat landing than Page's, but not more so than the others; the difference of distance is not material, so far as my knowledge extends. With regard to dry goods, or such goods as would be liable to be damaged by weather or damp, I should think the store on Second and Laurel streets about as good as Mr. Gay's and Mr. Collier's, and better than the other two, viz: Page's and Woods's.

Question by Colonel Brant. How are the buildings of Gay, and of Collier & Powell, on Chesnut street, situated as regards the convenience of loading drays or wagons, or unloading them? and how will they compare, in that respect, with the building corner of Laurel and Second streets?

Answer. In regard to that, the last building mentioned, and the others before spoken of, have an advantage over those two on Chesnut street, owing to the rapid descent of Chesnut street down to the bank. There is considerable advantage in a building's being a corner building: a street on the side and end makes it easy of access, and windows in the side make it more airy.

Question by Colonel Brant. Had you, from the nature of your business in the year 1836, frequently to employ work-hands? If so, state what was the price per day which you paid.

Answer. Labor was high in 1836; and it was difficult to obtain laborers to do common work. I believe, as well as I recollect, that I paid for common hands to pile planks in the yards \$1 50 a day, (white men, hired by the day,) they finding themselves. Frequently I gave them employment on those terms for from one to two months at a time. Generally, I prefer white men as laborers to slaves. I should think that there would be no great difference in the price, however. I could not get laborers for \$1 37½.

Question by Colonel Brant. Where a black man is equally honest, strong, and capable of performing the same description of work, is there any difference made in price between him and a white man?

Answer. When employed by the day, I should think there was not much difference.

Question by court. Did you examine the interior of all the warehouses of which you have spoken?

Answer. I am well acquainted with all of them, from personal examination inside and outside, except the stone building of Collier & Powell, on Chesnut street.

Question by court. If the articles of dry goods referred to by you were securely packed in tight tierces, both ends being firmly fastened, please state whether such goods would be likely to become damaged if placed in a proper position in either of the warehouses mentioned in your testimony? Are you acquainted with the character of the tierces in which army clothing is habitually put up?

Answer. I am not particularly acquainted with those tierces. I am inclined to think that, if dry goods in boxes were placed in a damp place, the damp would strike through, no matter how tight the box. As to Page's building, I do not suppose that boxes of goods placed in the middle of the store would injure from the rain which might come in through the cracks in the back of the building. The floor is level with the ground; whether the damp comes up so as to injure goods in those tierces, I do not know.

Question by court. For the article of flour, when stored in a warehouse, would a free ventilation, such as you speak of in the warehouse on Walnut street, be beneficial or not? And do you know whether the openings you speak of were caused by the shrinking of the planks, or purposely made in order to give ventilation?

Answer. In storing flour, I am inclined to think free ventilation desirable. As to that building, I am not prepared to say whether the cracks in the back were from the shrinking of the planks, or were made purposely.

Question by court. You have said the upper stories of the buildings of Mr. Gay and of Mr. Collier are not convenient for the storage of heavy articles: do you mean to say that there are no means of hoisting or otherwise getting goods into said stories? or in what respect are those stories inconvenient?

Answer. They are inconvenient unless there is a hoisting-wheel. I do not know whether there is or not. In speaking of their inconvenience, I supposed they had no hoisting-wheel. I have not been in Messrs. Collier & Powell's; and I did not observe any in Mr. Gay's. Hoisting goods up to a second story is always more inconvenient and expensive than placing them on the first floor; therefore, I thought putting goods on the second floor of Gay's and Collier's buildings would be more inconvenient than putting them in Page's building or in Woods's, or on the first floor of the building corner of Second and Laurel streets.

Question by court. Is there more inconvenience in hoisting goods into the second stories of these buildings than into the same story of the brick house corner of Laurel and Second streets?

Answer. No; I suppose not.

Question by court. Were you ever in the cellar under the brick warehouse adjoining the Union hotel? and did you examine or notice any peculiar advantages in this building for lowering and hoisting heavy packages?

Answer. I have been in the cellar. I do not now recollect that I saw any peculiar advantages for that purpose.

Question by court. Does not the wooden warehouse owned by Page, on Walnut street, possess an advantage over the other warehouses, in the convenience afforded for loading and unloading drays, by the number of doors it is provided with for that purpose?

Answer. I should think it did.

Question by court. Did you examine the cellar under the brick warehouse at the corner of Second and Laurel streets? or do you, or not, know whether there is a cellar under it, and whether it is fit for use?

Answer. I did not examine it; but I am inclined to think that the cellar is damp. I have seen water in it, and in many other cellars. I do not know whether the water rises in it, or runs in from the street.

Question by court. Are you acquainted with the rents which have been paid usually for warehouses of the description you have been speaking of—say for the last five years? If so, please state what would have been a just yearly rent for the brick warehouse at the corner of Second and Laurel streets during such period; the building being needed for the storage of various descriptions of goods in bulk or in packages.

Answer. I am not well acquainted with the rents of warehouses. I could speak with reference to dwelling-houses.

Colonel E. CUTLER, United States army, a witness on the part of Lieutenant Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Are you acquainted with the handwritings of General Jesup and Colonel Henry Stanton? If so, state whether the signatures to these letters are theirs.

Answer. I am acquainted, and have been for many years, with the handwriting of both General Jesup and Colonel Stanton. I believe that the signatures to those papers are their handwritings.

The following letters were shown to witness, and directed to be recorded. Originals returned to Colonel Brant.

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, August 5, 1828.

SIR: I have (as stated in my letter of the 2d April, and noticed by you on 1st of May last,) purchased a small house and lot in the healthy part of this city, where I hope to make myself and family comfortable, or as much so as the limited means of this country will admit of.

I wish, in future, to charge the rent in my name, as authorized in your letter, and at the sum allowed my predecessor, (\$24 per month, including quarters and office.) I find rent is about the same now as at that period, and consider it not more than a fair allowance at this place.

I am, sir, with great respect, your obedient servant,

J. B. BRANT,
Assistant Quartermaster.

Brig. Gen. JESUP,
Quartermaster General, Washington city.

QUARTERMASTER GENERAL'S OFFICE,
December 14, 1838.

The above is a true copy from the original, on file in this office.

HENRY STANTON,
Acting Quartermaster General.

QUARTERMASTER GENERAL'S OFFICE,
Washington city, September 3, 1823.

SIR: I have received your letter dated the 5th ultimo. You will be allowed a reasonable rent for the room to which you are entitled, and one for an office. If the sum which you mention is the lowest for which two suitable rooms could be obtained, you will make out your accounts for that sum, and certify that the sum claimed is a reasonable rent, and that suitable rooms could not be obtained for less.

I am, sir, respectfully, your obedient servant,

TH. S. JESUP, *Quartermaster General.*

Captain J. B. BRANT,

Assistant Quartermaster, St. Louis, Missouri.

† The court adjourned to meet to-morrow at 10 o'clock.

THURSDAY, FEBRUARY 7, 1839.

The court met pursuant to adjournment.

Present: All the members.

R. N. MOORE, a witness on the part of Lieutenant Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Had you frequent opportunities of seeing the public horses purchased by Lieutenant Colonel Brant for the 2d regiment of dragoons in 1837, after they were turned over by the quartermaster's department to that regiment? If so, state what appeared to be their condition.

Answer. I saw them frequently while purchasing, and as they were turned over to the dragoons; from travelling, some were not in very good order when purchased. They appeared to be generally in good order when turned over. I thought they had improved—some of them very much. I live near the stables of Reecher, Bradshaw, Myers, and Kimball. I saw the horses frequently when they were purchased and brought in. I am a stone-mason.

Question by Colonel Brant. Did you know the plantation of Colonel Brant, near this city, on which the public horses were pastured and fed in the summer and fall of 1837?

Answer. Yes.

Question by Colonel Brant. What were the advantages of said plantation, in point of water, shade, and secure fences?

Answer. Fences good; and I suppose no place in the neighborhood so well watered; fine large running spring. It appears to be pretty well shaded.

Question by Colonel Brant. Did you know at that time any plantation in this vicinity (say within three miles of St. Louis) that possessed equal advantages for foraging and keeping public horses as that of Colonel Brant's before alluded to?

Answer. I do not know of any.

Question by Colonel Brant. Do you recollect what quantity of set grass or meadow that plantation contained?

Answer. I do not know. I suppose, judging from the eye, about thirty acres.

Question by Colonel Brant. Did you know Mr. Bradshaw's stable in 1837? And if so, how many horses could be accommodated in the said stable and sheds?

Answer. Yes. I suppose about 100 horses, crowded—easily between 75 and 100; that is, stable and sheds. In his back lot a good many public horses were kept, fed out of a canoe. Wm. C. Anderson keeps his coal teams in that stable now; part is occupied for a wagon-maker's shop.

Question by Colonel Brant. Do you recollect what was the price of corn here and in this neighborhood in the summer and fall of 1837?

Answer. From 70 to 75 cents for old corn.

Question by Colonel Brant. Were you frequently on said plantation while said horses were kept there? If so, did you observe what kind of food was there?

Answer. I passed two or three times, may be. I saw where hay had been fed to the horses. I did not see any there. I saw corn which I was told was going there; the hands that staid there were taking it out. I saw it on the road; I think Renick was the man's name that had it.

Question by Colonel Brant. Do you know what was the usual price per day paid to day-laborers in the year 1836? If so, state it, and your means of knowledge; your occupation at that time.

Answer. I was paying \$18 or \$20 per month, and their board, for hands; hands finding themselves and hired by the day got from \$1 25 to \$1 50, owing to the quality—white men. Slaves could not generally be got. I would rather have paid \$18 a month for good slaves than for white men. I was bailing hay and quarrying stone.

Question by court. You have said you know the stable now kept by Mr. Reecher in Second street: is it, or not, the same that was kept by J. O. Bradshaw in 1837?

Answer. I think not. Reecher kept, in 1837, the stable which, before that time, had been kept by Bradshaw. Anderson now occupies the one kept by Bradshaw in 1837.

Question by court. What is the nature of the surface of the field in which the public horses were kept on Lieutenant Colonel Brant's plantation? Is it, or not, free from sink-holes and steep bluffs on the margin of the brook running through it? Were the horses in any danger of being injured by any such features in the ground?

Answer. The ravine is very steep in places, but I should think any horse with eyes would be safe. There are some sink-holes on the west side of the lane, separated from the pasture-field by the two fences of the lane of the Bellefontaine road.

Question by court. When a negro laborer, under his engagements, provides himself with board, what is supposed to be the cost of such board; or, when you have been obliged to provide such board, what have you considered the expense you incurred thereby?

Answer. About \$10 a month.

Question by court. Are you well acquainted with the farms generally within five or six miles from St. Louis?

Answer. Yes.

There being no more witnesses in attendance, the court adjourned to meet to-morrow at 10 o'clock.

FRIDAY, FEBRUARY 8, 1839.

The court met pursuant to adjournment.

Present: All the members.

Colonel CUTLER, United States army, a witness on the part of Colonel Brant :

Question by Colonel Brant. Is this letter written and signed by Colonel Henry Stanton ?

Answer. I know his handwriting. This letter is written and signed by Colonel Stanton.

From the letter shown to the witness, dated Quartermaster General's Office, Washington, December 15, 1838, signed by Henry Stanton, acting Quartermaster General, addressed to Lieutenant Colonel J. B. Brant, deputy quartermaster general, the court directed the following extract to be made :

"Your letter of the 4th instant came to hand this morning, and I lose no time in complying with the request therein contained, by enclosing the desired copy of your letter of the 5th of August, 1823, the true date of which was evidently mistaken by the Quartermaster General, in his answer, for the 8th. No letter is to be found on the files of this office, from you, of the '8th' August, 1823. The letter of which the enclosed is a copy is, unquestionably, the letter referred to in General Jesup's of the 3d September, 1823."

N. P. TAILOR, duly sworn as a witness on the part of Colonel Brant, answers :

Question by Colonel Brant. Were you, in the year 1837, one of the administrators or executors of Major William Christie, deceased ? and, as such, did you, in that year, advertise meadow or pasture land for rent ? If so, state the locality, extent, and quality thereof, together with its advantages of water, shade, and fences.

Answer. I was one of the administrators in 1837. I think it was in 1837 I advertised for rent, as pasture, a bad meadow belonging to the estate. It was situated a quarter of a mile west of the city limits. I speak at random about its extent, but I should say about ten or twelve acres. It was pretty good pasture, and had been rented and used as meadow. It had a pond on it, which was subject to fail ; whether it did that year I do not know ; it has last year, altogether. The pond has been an old brick-yard, and depends for water upon the rains that fall upon it. There is no declining of the grounds around it, to bring the water upon it. There is, also, an old well, which I do not regard as furnishing any water. The fences were not good, the rails not sound, and there were frequent trespasses upon it ; cattle got into it ; though I suspected they were sometimes let in. I believe there is not a tree in the lot.

Question by Colonel Brant. In the year 1837, was there any one who was joined with you as acting administrator of that estate ? If so, name him ; and, if you can, state in what newspaper or newspapers you advertised.

Answer. Captain James Dean, late of the army, was co-administrator. My impression is, that we advertised in the "Republican."

Question by Colonel Brant. Was there any other pasture or meadow land, belonging to that estate, advertised by you in that year, 1837 ?

Answer. No.

MR. PHINEAS BARTLETT, a witness on the part of Colonel Brant, duly sworn, answers :

Question by Colonel Brant. Are you a citizen of St. Louis ? If so, state how long you have resided here, and your business, or occupation.

Answer. I have been a citizen for nearly twenty-seven years. I am, by occupation, a carpenter and master-builder.

Question by Colonel Brant. Do you know what was the usual price per day for common laborers in the year 1836; and your means of knowledge?

Answer. I employed as many as forty or fifty at a time, in 1836, at as much as \$1 50 per day for day-laborers, they finding themselves; they were white men, mostly—some negroes; negroes were scarce. The hire is the same for negroes and white men by the day. I do not know as to monthly wages.

Question by court. What would have been the cost of boarding such hands by the month?

Answer. I believe from twelve to sixteen dollars a month for white men; as to black men I do not know—I suppose something less.

PATRICK GORMAN, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Are you a resident of this city? If so, how long have you resided here? And state your business, or occupation.

Answer. I have resided here since 1834. I am out-door clerk of J. and E. Walsh & Company, commission and forwarding and general grocery merchants.

Question by Colonel Brant. Do you know what was the usual rate of wages per day, in the year 1836, for a porter, or hired man, to assist in a warehouse, or on the wharf, in receiving or discharging freight?

Answer. From \$1 50 to \$1 75 and \$2 a day; depending on kind of work—whether light or heavy work. I had nothing to do with a man regularly and permanently engaged.

PASCAL CERRE, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. How long have you resided in this city? Have you had much experience in horses?

Answer. I have resided here fifty-nine years. I have had a good deal of experience in horses and in other things.

Question by Colonel Brant. Please state whether you are acquainted with the description of horses in this country known by the name of prairie horses, or French ponies; and whether any given number of them will require, or consume, the same quantity of grain that would be necessary for a like number of full-grown American horses.

Answer. My opinion always has been, that the French ponies can be kept on half the food American horses can, and in as good order. I have had a good many of both kinds.

Question by court. What is the usual price per week of keeping horses in pasture, and at the same time feeding them with grain, so as to keep them in good order, in the vicinity of St. Louis, provided there are from 100 to 200 horses kept for one or two months?

Answer. I could not say. I have not known such a case where I knew the price.

JAMES KENNERLY, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Have you, before or since the organization of this court, heard Captain Crosman speak in terms of hostility of Lieutenant Colonel Brant?

Answer. Since the organization of this court, I heard Captain Crosman say he had proved all the charges against Colonel Brant. That I consider

to be speaking of him in unfriendly or hostile terms. He said he had proved all and more than he had charged. He said that he had driven the nail to the head, and that he would clinch it. I think that showed unfriendly feeling. This was in the office of the agent of Indian affairs, next room to Major Hitchcock; I think Major Hitchcock was present. It was a little before or after the 1st of January; two or three persons, or may be three or four persons, were present. It appears to me that the clerk of the office, George McGuire, and also Doctor Reynolds, and Mr. William Walsh, were present. I think Captain Crosman spoke in rather an exulting tone—as a man naturally would who had succeeded in what he had undertaken.

Question by court. State how the conversation you have mentioned occurred. Did you, or not, elicit it by remarks of your own?

Answer. I did not. The gentlemen were in conversation when I entered; as I approached the fire, Captain Crosman turned to me, and continued speaking, addressing me.

Question by court. What remarks did you make, at the time referred to, on the subject of this investigation? Please state particulars, and all the circumstances of the occasion.

Answer. I do not recollect that I made a single remark. I listened to what was going on, but never opened my mouth on the subject. I have frequently inquired how the court was going on; but, at that time, I believe I said nothing—made no reply, nor any inquiry.

Question by court. Did you, or not, say to Captain Crosman that Mr. Haverty had informed you that every thing (alluding to the testimony before this court) was going just as Lieutenant Colonel Brant wished it?

Answer. I believe I did say so, or to that effect. It was not at that time. It was a considerable time previous. I had met Mr. Haverty, and asked him how the court was going on. I think I said that Mr. Haverty said that every thing was going on as well as Colonel Brant expected.

Question by court. Are you positive as to the precise words used by Captain Crosman on the occasion referred to by you?

Answer. I am positive about the observation that he had driven the nail to the head, and would clinch it—alluding to the nature of the testimony here.

Question by court. Are you acquainted with the manner in which the United States horses were kept, in 1837, on Lieutenant Colonel Brant's plantation? Were they kept in good order? and what was the nature of the pasturage throughout the time they were kept there?

Answer. I passed by there twice. The pasture was indifferent. There was corn in the ear in the troughs. I think it was in June or July.

Question by court. Have you not, on a former occasion, freely conversed with Captain Crosman on the subject of the keeping of the United States horses on Colonel Brant's plantation, in 1837; and if so, what opinion did you express on that subject to Captain Crosman?

Answer. Captain Crosman has mentioned the subject of those horses frequently to me. I do not think I ever elicited in my life any conversation on this subject, except to inquire about the proceedings of this court. I never could have expressed any opinion, further than to say that the pasture was an indifferent one. I do not think I ever mentioned the order in which the horses were kept.

Question by court. Did you not say, on any occasion, that you would have been glad to keep the United States horses, in 1837, for \$2 per week

each, as well or better than they were kept on Lieutenant Colonel Brant's plantation?

Answer. Never. I had no pasture of any description till after the hay was cut in August.

Question by court. Have you, or not, said that the manner of keeping the United States horses on Lieutenant Colonel Brant's plantation, and the price charged, was shameful, or words to that effect? and if so, upon what did you form your opinion?

Answer. I never said so. So far from it, I never knew what the price was, and I do not know now. I never heard what it was, except I heard it rumored such and such a price had been charged; I do not now know what that rumor was.

Question by court. Did you not say that the manner of keeping the United States horses in 1837 was an abuse that ought to be investigated; and that you approved of Captain Crosman's conduct in bringing the subject to the notice of the Government?

Answer. I never said such a thing in the world, to my recollection.

Question by court. To whom did you mention the remarks of Captain Crosman, viz: that "he had driven the nail, and would clinch it?" and under what circumstances did you repeat them?

Answer. I do not know how many persons I might have mentioned it to. I mentioned it to my brother George H. Kennerly, I think, in General Atkinson's presence; and I mentioned it to Mr. Vanpool. I mentioned that Captain Crosman was very sanguine about the charges, and repeated that remark. I think I mentioned it to Mr. Risque, my nephew, a lawyer here. This was said as a mere matter of conversation, and not with the expectation of being called upon to testify here about it. Persons frequently inquired of me about the court.

Question by court. What is the usual price of keeping horses in pasture per week near St. Louis; and what is the price, provided they are fed plentifully with grain, in addition to pasturage?

Answer. I cannot say as to the general price. I have kept a few horses and fed them on grain every night and morning, giving them from twelve to sixteen ears of corn a day, putting them into the stable at night, and letting them run in the pasture (after the meadow was cut) during the day, for \$2½ a week. A hundred ears of good corn make a bushel of shelled corn. I think that twelve or sixteen ears of corn a day, and a good pasture, will improve a horse if he is not in too low condition. I think, if he was in low condition when he came, it would take a long time to fatten him on that feed.

Question by court. If fifty United States horses had been offered you to keep, in the way you mention, in 1837, before your meadow was cut, what price would you have charged per week for them, or what could you have afforded to keep them for?

Answer. I think I would have kept them for \$2½ a week: I should have expected to feed them on corn and hay. I would not have put them on my meadow before it was cut, at all; I would have given them a lot of about ten acres to run in. It could not be called a pasture; it had water, but no grass of any consequence; it had sufficient shade.

Question by court. Suppose you had been required to put them in good order for active service, allowing you from one to two months to do it in, what would you have charged, or considered a fair price? Would the

manner of feeding them, as already mentioned by you, have put them in such order within the time mentioned, provided they were in tolerable condition when given to you ?

Answer. I do not think that treatment would have put them in proper order for active service. I do not think it could have been done for less than \$3 a head. I have never rated corn at less than fifty cents a bushel, and hay at \$1 a hundred ; it is sometimes higher. I think persons living four or five miles from St. Louis would not have done it for less than that price. Persons living at a distance might.

Question by court. Where the pasture-fields or lots, such as you have spoken of, are sufficiently large to accommodate several hundred horses, would or not the cost per horse per week be less in proportion as the number was increased over fifty ?

Answer. I should think so ; but at what rate cheaper for the increased number, I cannot say.

Question by court. What difference would you have made in the price of keeping in the way you mentioned, small French ponies, such as are used for packing, and large American horses ? and what for mules ?

Answer. American horses \$3, fitting them for active service ; for French ponies something less, but not a greater difference than 25 or 50 cents per week. These ponies some of them eat but little, some of them eat more than common American horses ; generally they eat less. I do not know as to mules.

Question by court. Do you mean to be understood, by what you have said in the way of impressions of Captain Crosman's hostility to Colonel Brant, that such hostility amounts to malice, to such a degree as to influence his testimony under oath ?

Colonel Brant presented the following note :

Lieutenant Colonel Brant submits to the court that this question is not a proper one, because it would be only giving the opinion of the witness on the facts already detailed, which are fully in possession of the court. It does not follow that every man who entertains strong personal hostility, or even malice, against another, would intentionally give false testimony against him on oath ; yet, where strong personal hostility or malice is shown to exist, the testimony is to be received with caution, and no doubt more or less credit attached to it in proportion as the mind of the individual testifying is shown to be free from bias for or against the accused. Yet it is nevertheless true, that the honestest man in the world, if he entertains hostility against another, (hostility, too, perhaps entirely justifiable,) may, and in general will, view the very same acts of his enemy in a light different from that of a person who had no prejudice whatever ; and might, owing to that cause, when giving testimony, represent them differently, without the slightest intention of stating an untruth. Now this may occur with Captain Crosman, as well as any one else ; and the court only is the proper judge, from given facts, whether he is or is not an impartial witness. It is not for the witness to say how much or how little hostility might affect the mind of Captain Crosman, so as to prevent his taking a calm view of the acts or conduct of Lieutenant Colonel Brant. Captain Crosman's general character for truth and veracity has not been impeached ; and, till it has been, it is not competent to give testimony in support of his veracity, or to measure the exact quantity of personal feeling it might require to make him color his testimony.

The court decided that the court does not sustain the objection. The witness under examination had been asked by Lieutenant Colonel Brant whether he had heard another witness speak in terms of hostility of the accused; the reply was, that certain remarks had been made by the previous witness, which he, the present witness, "considered unfriendly or hostile." Now, as the question was evidently put to give "a color" to the testimony of the first witness, it is clearly proper to ascertain to what extent the present witness intends his opinion of the "unfriendly or hostile" feelings alluded to should be regarded. It is true the court must be the judges, ultimately, of what degree of malice is contained in certain conduct of a witness formerly before the court; but the present witness should be called on to declare what is the true character or extent of the opinion he has expressed in reference to such conduct.

Answer. No, I should suppose not.

The court adjourned to meet to-morrow at 11 o'clock.

SATURDAY, FEBRUARY 9, 1839.

The court met pursuant to adjournment.

Present: All the members.

In consequence of the sickness and absence of the recorder, the court adjourned to meet at 10 o'clock on Monday.

MONDAY, FEBRUARY 11, 1839.

The court met pursuant to adjournment.

Present: All the members.

JAMES KENNERLY, a witness, in continuation:

Question by Colonel Brant. How many years have you resided in this city and its vicinity? How long have you been farming?

Answer. I have been farming, more or less, for six years. I have lived in St. Louis and its vicinity for twenty-six years, except about four years absent at Council bluffs, and two years at Jefferson barracks.

Question by Colonel Brant. Are you acquainted with the quality of the meadows where the public horses were pastured in 1837, on the plantation of Lieutenant Colonel Brant? if so, state it; the quantity of hay which, in your opinion, it would produce per acre; and the extent of the meadow or meadows alluded to.

Answer. I am acquainted with it; it is good first-rate soil for meadow; I do not know that it has been set in timothy; I do not know that hay has been cured from it.

Question by Colonel Brant. You have stated that the pasture on which you saw the horses was indifferent. Was it that portion next the road and about the spring, where the horses were fed, which you saw particularly; or do you refer to the whole pasture?

Answer. It was that portion of the pasture nearest the road; it was there that I saw the horses at the time; that is the only portion of the field that I observed.

Question by Colonel Brant. Please state what price you got for corn in the summer of 1837, or fall of that year; and the average price of corn in the market at that time.

Answer. I sold corn in June, July, and August, at my own house, at 50 cents a bushel ; in October, I sold some small quantity at my own house, at 62½ cents a bushel. I measured it in this way : The corn sold at 50 cents was sold to my neighbor, Mr. George Clarke ; we filled a flour barrel with corn in the ears, then took it out, shelled it, and measured it ; the corn sold was measured in the flour barrel, and the quantity of shelled corn it contained, or would make, was calculated from the quantity of shelled corn in the one barrel that had been shelled and measured. As for the corn sold at 62½ cents, that was only a few cartloads, which people sent from town out to my house for ; and it was measured by filling the half-barrel three times, heaping it with corn in the ears, and counting it to make one bushel of shelled corn. That is the custom in this country ; I think, generally, it is a fair calculation.

Question by Colonel Brant. Supposing the meadow of Lieutenant Colonel Brant to have been well laid down in timothy ; what quantity of hay, per acre, do you suppose it would average ?

Answer. I should say it would produce a ton and a half—that is 3,000 pounds ; I have got that quantity from ground that is not superior, at any rate.

Question by Colonel Brant. You have said that you would not have agreed to take the public horses and put them on your meadow in 1837, before the grass was cut, at any price. Please state the reason why you would have refused to take them before the grass was cut, when you would have been willing to take them after it was cut.

Answer. Before the grass was cut, it would have destroyed my whole meadow—for that season, at any rate ; it would injure the meadow for the future ; the horses would trample up the meadow in the wet weather, and always would, unless the ground was hard and very dry or frozen.

Question by Colonel Brant. Had you owned the plantation of Lieutenant Colonel Brant in 1837, would you have agreed to put on the meadow, before it was cut, the number of horses you saw there at different times, giving them full allowance of grain, (say eight quarts of corn per day, or its equivalent,) for \$3 per week each ?

Answer. That is a very difficult question to answer. I would calculate fairly how much hay the meadow would have produced, deduct from that the labor of making it, and add the corn to be used ; and I could ascertain whether or not I should make or lose by keeping those horses at \$3 per week ; and if that calculation showed that I should not lose at \$3 per week, I would have kept them for it.

Question by Colonel Brant. Please state whether, in keeping 100 or 150 horses for a definite space of time, (say two months,) it would make any difference in point of expense to the person feeding them, that the same horses should remain for the whole of that period, or be frequently changed, sending off those that had been keeping for a few days, and replacing them by others just off a journey, or not in equally good condition ?

Answer. I should suppose it would make a difference. However, if the horses were given a stated quantity of grain a day, the only difference would be, that the horses used to the pasture would not be so apt to break out ; and that might be something, if the pasturer is responsible for the safekeeping of the horses.

Question by Colonel Brant. To the following question, addressed by the court on Saturday, viz : “ Do you mean to be understood, by what you have

said in the way of impressions of Captain Crosman's hostility to Lieutenant Colonel Brant, that such hostility amounts to malice, to such a degree as to influence his testimony under oath?" you made answer, "I should suppose not." Do you mean by that to say that you would have equal reliance upon the correctness of Captain Crosman's statements respecting events in which his personal feeling, prejudices, hostilities, interests, and passions were aroused, as in matters where he was perfectly free from every species of excitement; or did you merely mean, that, even under influence of high excitement, Captain Crosman would not, on oath, state a wilful falsehood?

The court decided that "this question is totally objectionable. The witness's answer to a question by the court at its last session on the same point was perfectly full, as to the extent of his impressions in reference to the feelings of hostility of a former witness towards the accused, and the court reserves to itself to decide between the positions advanced in the question."

Question by Colonel Brant. How long have you known Captain Crosman? From your knowledge of him, is he a man of mild, equable disposition, not liable to be much or easily excited by personal antipathies; or is he of a violent, vindictive temper, when under the influence of hostile feeling?

The court decided that "this question is regarded as improper. It is evidently designed to impeach or to invalidate the testimony of a former witness. For either object, the shape or character of the question is not that, in the opinion of the court, usual or allowable in such cases; and consequently cannot be answered."

Question by court. Do you know in what particular part of Colonel Brant's farm the public horses were usually kept? If so, please state it.

Answer. In a field east of the Bellefontaine road, on the low ground; somewhere from 30 to 50 acres in size.

Question by court. Is, or not, eight quarts of corn a liberal allowance per day to horses not at work of any kind, supposing they get a proper quantity of grass or hay? If you were to make a contract to pasture horses—that is, to give them plenty of good grass, and, when the grass failed, to substitute a due quantity of hay—and also to stipulate to give each eight quarts of corn per day, if they should require it; please say whether, in such a case, you would expect the quantity of corn actually issued and consumed to average more or less than eight quarts daily to each horse?

Answer. I should think eight quarts a liberal allowance for horses not at work, and getting sufficient grass or hay. I think they would eat that quantity of corn if given them, no matter how good the pasture was.

Question by court. What is the extent of your experience in regard to the keeping of horses, as embraced in the last question? Did you ever have any experience on a large scale in this matter?

Answer. I have kept as many as 16 or 18 horses for 2 weeks at a time; that is the most I have kept. I have, for the last 3 or 4 winters, kept through the winter from 2 to 5 horses.

Question by court. You have said that horses not at work would consume 8 quarts of corn per day. What is the usual quantity of corn allowed daily to a work-horse?

Answer. I am not able to say. I have given my horses as much as they will eat. I think a work-horse would consume more than 8 quarts a day; I think near 3 gallons a day.

The witness, when his testimony of Friday last was read over to him this morning, stated in explanation: "I have no recollection of expressing an opinion with reference to the keeping of the public horses, and the price charged. But it might have been stated to me by different persons, and perhaps by Captain Crosman, that Colonel Brant charged \$2 50 or \$3 per week for pasturage; and it might have been that I replied to that, that such a charge for mere pasturage was exorbitant, or shameful. It would have been natural to have said so, but I have no recollection of it. I understand by pasturage, giving horses grass and salt, and not grain.

Captain HENRY S. TURNER, United States army, a witness on the part of Colonel Brant, duly sworn, answered:

Question by Colonel Brant. Are you an officer of the 1st regiment of dragoons? If so, how long?

Answer. I am, and have been since 1st July, 1834.

Question by Colonel Brant. Did you receive horses from Major (now Lieutenant Colonel) Brant, for the service of that regiment, in the latter part of the month of August, 1837? and if so, how many, and in what condition were they when received by you?

Answer. I did receive 100 horses for the use of the 1st regiment of dragoons in August, 1837. They were in good order. I received about 50 at the stable here, and the rest from the pasture-field on Colonel Brant's plantation.

Question by Colonel Brant. Did you notice the food and attention given the horses in that pasture? What was the condition and general appearance of the horses?

Answer. I did not see the horses fed or attended to in the pasture. The horses in the field appeared in good order. I think there was no great difference between the horses I took, and those that remained. I was at the pasture only twice—the 18th and the 20th August.

Question by court. Did the horses alluded to appear to be active, strong, and in good spirits, when first put on duty at Fort Leavenworth; and how long was this after you received for them?

Answer. They appeared as active and as strong as the western horses generally are. They were turned over to the quartermaster at Fort Leavenworth about a fortnight after I received them. This refers to the horses that came from the pasture. With respect to those I took from the stables here, (which came from Ohio, as I was told,) I think they were generally superior to the horses that were before in use in the regiment.

Question by court. What was the state of the grass in the pasture when you saw it? Was it good, or otherwise?

Answer. I think there was very little grass in the pasture; certainly very little in the part I observed. I did not go over the whole of it. I saw the part near the road.

Question by court. Do you know whether the horses you received were taken from among those that were afterwards sent to Florida?

Answer. I do not.

Question by court. Will, or not, a company of dragoon horses (say eighty) fed with their full allowance of good hay, and exercised daily, consume their daily allowance of corn or oats? If not, how much of such supplies would remain unconsumed—say, after one month? Please state the results of your experience on this subject.

Answer. I think they would consume their full regulation allowance of corn or oats, if given to them. I do not think it necessary to give it to them to keep them in good order, when not on hard service, but merely performing the ordinary drills and exercise. On a march they would require the full allowance.

Question by court. In preparing horses for active service in the field, what kind of forage and treatment would you adopt? Do you, or not, for such purpose, consider green corn, grass, and wheat bran, as proper kinds of forage, or otherwise?

Answer. I would consider green corn, grass, and wheat bran not a proper food for horses preparing for active service.

Question by court. Do you, or not, know whether the quartermaster, or company commanders at Fort Leavenworth, have always a surplus of corn on hand over and above the quantity issued on requisitions of the different companies? And have you, or not, observed that, in stables, a company of dragoon horses do not consume their full allowance of grain? How long have you, at a time, ever commanded a company of dragoons?

Answer. The company commanders have rarely, if ever, any surplus on hand. This has been the case latterly. If the horses have returned from a march, campaign, or active service, the company commanders make requisitions for, and receive, the full regulation allowance; that is, eight quarts of corn, or twelve quarts of oats. If the horses have only been on garrison duty, the allowance of corn is generally reduced one fourth; that is, to six quarts. I commanded a company of dragoons one year.

Question by court. Did you ever see a general order requiring surplus forage issued to dragoons should not be sold for the benefit of the companies, but should revert to the United States? And if so, do you recollect what was the origin or cause of that order?

Answer. I never saw the order. I have heard that such an order is in existence, but I do not know the origin of it.

Question by court. You have said that, for the ordinary garrison duty, the regulation allowance of corn is reduced to six quarts daily. With that allowance, and the fixed allowance of hay, have, or not, the dragoon horses been found in fit condition for active field duty when detached for such service?

Answer. Yes.

Question by Colonel Brant. Please state, when horses are brought into quarters after a march of two or three hundred miles, if they will require the full allowance of grain and hay for ten or twelve days, to bring them up to the same condition in which they were previous to their going on the march.

Answer. I think they will.

Question by Colonel Brant. Please state whether pasture, and occasional feeds of bran wetted and mixed up with oats or old corn, is proper treatment for horses that have been for some time on steamboats, or brought in droves from a considerable distance by land, jaded and fatigued by the journey.

Answer. I do not know what would be necessary for horses so brought, which had been confined on steamboats, particularly. I would think that occasional feeds of wheat bran and corn mixed would do well enough for horses. Wheat bran is mixed with corn by farmers to prevent what is considered the heating effects of the corn. Wheat bran is considered to

have but little nutriment. With oats it would not be necessary at all. It has not been used in our regiment.

The court adjourned to meet to morrow morning, at 10 o'clock.

TUESDAY, FEBRUARY 12, 1839.

The court met pursuant to adjournment.

Present: All the members.

ISAAC SMITH HOMANS, a witness on the part of Colonel Brant, having duly affirmed, testified as follows:

Question by Colonel Brant. How long have you resided in St. Louis; and what is, and has been, your occupation during that time?

Answer. I have resided in St. Louis a little more than 14 months. My occupation, during a part of the time, has been that of a clerk in the different offices, and a part of the time connected with the editorial department of the Daily Bulletin, a newspaper of this city. The different offices alluded to are, the banking-house of Benoist & Co.; the office of Captain G. H. Crosman, assistant quartermaster United States army; and also that of Major E. A. Hitchcock, disbursing agent in the Indian Department. I was clerk in the quartermaster's office during the month of August, 1838; and in the Indian Department, under Major Hitchcock, during the months of November and December, 1838.

Question by Colonel Brant. Are you personally acquainted with Lieut. Colonel Brant, of the army? and, if so, how long have you known him?

Answer. I was introduced to Lieutenant Colonel Brant some time in September last—I think, shortly after his return from Florida. Until then, I did not know him personally.

Question by Colonel Brant. Do you know who is the author of these two articles published in the Baltimore Chronicle—one on the 21st, and the other on the 31st of August, 1838—commenting on the allegations of official misconduct made against Lieutenant Colonel Brant?

[The articles alluded to were read, and ordered to be placed in the appendix.]

Answer. I have now heard the article in the paper alluded to, of the 21st August, 1838, read for the first time; and I believe the first time I ever saw it in print was in Lieutenant Colonel Brant's hands, a few days since; but, from the tenor of both articles, I have every reason to believe they are, in substance, what was communicated for that paper by myself.

Question by Colonel Brant. Please state whether you wrote the articles in question, or furnished the material facts contained in those articles, and had them published in the Baltimore Chronicle at the instance and request of, or on consultation with, Captain G. H. Crosman, Major E. A. Hitchcock, or N. J. Eaton; if so, name the individual.

Answer. Those two articles were written without the knowledge or consent of, or on consultation with, any officer of the army whomsoever; and, as well as I now can remember, without the knowledge of, or on consultation with, N. J. Eaton. I do not mean to say, however, that I had not some casual conversations with Mr. Eaton, at various times, previous to writing those articles, and upon the subject alluded to in them.

Question by Colonel Brant. Did you derive the information relative to Lieutenant Colonel Brant, contained in those articles, from Captain Crosman, Major Hitchcock, and N. J. Eaton, or either of them?

Answer. Some of the circumstances may have been alluded to in conversation by Mr. N. J. Eaton, and perhaps casually by Captain Crosman. I had not heard Major Hitchcock mention Lieutenant Colonel Brant's name in reference to this, or any other subject.

Question by Colonel Brant. Do you recollect having conversed with Captain Crosman and N. J. Eaton relative to the allegations made by the former against Lieutenant Colonel Brant? If so, state the periods of time when such conversations were held, and the substance thereof.

Answer. I had conversations with N. J. Eaton on that subject, and it had been mentioned repeatedly, both by him and by Captain Crosman, in the course of the last summer, (or say from the month of April to December, 1838;) but the sum and substance of those conversations it is impossible for me now to bring to mind.

Question by Colonel Brant. Was either Captain Crosman or N. J. Eaton, soon after the publications alluded to were made, acquainted with the fact of your being the author of the articles alluded to, or of your having furnished materials for the writing and publishing of those articles?

Answer. As far as I know, Captain Crosman has never seen, nor heard those articles read, till this morning. Mr. Eaton was informed that the second article alluded to was written by me, and also the other upon the same subject.

Question by Colonel Brant. Please state whether it was upon the information obtained from those individuals, in the conversations alluded to, that you were enabled to frame the two articles in question.

Answer. Not entirely, but in a very small part.

Question by Colonel Brant. State whether, in the course of the conversations alluded to, between yourself and Captain Crosman, or N. J. Eaton, touching the allegations against Lieutenant Colonel Brant, it was suggested that any political effect might be produced by fastening those charges against Lieutenant Colonel Brant.

Answer. Nothing of that kind was ever suggested or hinted at, or occurred to my mind.

Question by Colonel Brant. Please state what was your motive in writing the articles alluded to.

Answer. The motive, it appears to me, is very obvious from the articles themselves; which was thereby to call the attention of the War Department to the matter, and to subserve the ends of truth and justice: that was the only object or motive.

Question by court. Please state, if you know, why you were employed by Captain Crosman, and the reason you only continued in his office one month.

Answer. My motive for seeking the employment was, that I had no other business on hand; and his for employing me, was no other, that I know of, than he thought me fit for the office. The reason I continued thus employed but one month was, that Captain Crosman's duties as quartermaster at this post were then discontinued.

Question by court. Are you not now, and have you not for a considerable time past, been an inmate in Captain N. J. Eaton's family?

Answer. Yes.

Question by court. Can you inform the court whether Captain Crosman was in any way privy to the writing or publication of the newspaper articles referred to? Did, or not, Captain Crosman ever express to you his

desire that no newspaper articles should appear, either in this city or elsewhere, relative to the accusations against Lieutenant Colonel Brant, and the proceedings of this court? Please state all you know of his feelings and wishes on this subject, and your opportunities to be well informed about it.

Answer. Captain Crosman knew nothing of the articles alluded to before they were published. He did not express to me his desire, for or against the publication of such newspaper articles, prior to the organization of this court; and the only knowledge I have of his wishes on the subject is contained in a letter written by Captain Crosman, and published in the St. Louis Republican, dated March 12, 1838, which I now lay before the court; and also a disclaimer of the same import, under his signature, on or about the 10th of March, 1838, published in the Daily Argus of this city. Since the organization of this court, Captain Crosman has repeatedly expressed his wishes that no reference whatever should be made to the subject-matter before it, in the newspapers of this city. This desire was expressed to me in consequence of my connexion with the press, and in consequence of the publication of certain articles on this subject in one of the newspapers of this city. My opportunities of knowing his sentiments were derived from occasional conversations with him when I have met him.

Question by court. Did you, or not, derive your materials or information, upon which you wrote the articles for the Baltimore Chronicle, principally from certain printed correspondence previously published in the papers of this city? and, if so, will you produce that correspondence, for the information of the court?

Answer. My information upon those subjects was derived from two letters published in the Daily Argus of this city, of March 9, 1838; furthermore, from an editorial article in the Missouri Republican of this city, dated January 13, 1838, headed, "Will party save him?" furthermore, from an editorial article from the same paper, dated March 10, 1838, entitled, "Caught at last;" and, also, from an article published in one of the eastern papers, which I cannot refer to, not having a copy of it.

[NOTE.—The foregoing papers alluded to by the witness were ordered to be placed in the appendix.] (See page 326.)

Question by court. You have spoken of a disclaimer made by Captain Crosman over his own signature. Will you read it to the court; and will you inform the court how the letter from Captain Crosman, to the acting Quartermaster General, dated March 12, 1838, came to be published in the newspapers?

Answer. I will. (The witness read the disclaimer, dated March 9, 1838, and published in the Daily Argus of St. Louis, of March 10, 1838, which was ordered to be placed in the appendix. See No. 48.) The witness then stated as follows: I have no information how Captain Crosman's letter to the acting Quartermaster General, alluded to, came to be published in the newspapers; nor do I recollect when it was published.

GEORGE K. MCGUNNEGLE, a witness on the part of Lieutenant Colonel Brant, being duly sworn, testified as follows:

A paper was here presented to the court by Captain Crosman, objecting to George K. McGunnegle, on the ground that he is not a competent witness in this case. The court ordered this paper to be placed in the

appendix, (see No. 49,) and decided that "it does not appear that George K. McGunnege is an incompetent witness in this case; and the court order his testimony to be taken."

Question by Colonel Brant. Are you a merchant of this city? and how long have you resided here?

Answer. I am. I have resided here about 18 years.

Question by Colonel Brant. Were you acquainted with the late firm of Hill & McGunnege, of this city? when was it formed; and who composed the firm at that time?

Answer. I was. It was formed in the fall of 1828: it was composed of William Hill and Wilson McGunnege: they were the only partners that I know of at that period. At the dissolution of the partnership, I understood that James B. Hill had an interest in William Hill's interest.

Question by Colonel Brant. Did any change take place in the firm afterwards? If so, state it; and who continued to compose the firm until its dissolution.

Answer. A change took place on the death of Wilson McGunnege, in June, 1829; and William Hill continued the firm under the name of Hill & McGunnege until the early part of 1830, or latter part of 1829, when I left the Bank of the United States at this place, and took the interest of Wilson McGunnege, deceased, from the commencement. William Hill and myself continued to be the only partners until some time in the spring of 1834, when James C. Way became an additional partner in the house. The firm was then continued under the name of Hill, McGunnege, & Way, until the fall of 1835, when William Hill withdrew from the firm; and the house has since been conducted under the firm of McGunnege & Way, and now exists under that name.

Question by Colonel Brant. To the best of your knowledge, was Lieutenant Colonel Brant a partner of the firm of Hill & McGunnege at the time when William Hill and Wilson McGunnege were partners in that firm; or, subsequently to the death of Wilson McGunnege, was Lieutenant Colonel Brant a partner in the firm of Hill & McGunnege; Hill, McGunnege, & Way; or McGunnege & Way? or has he ever received any thing from either of said firms, in the shape of profits or dividends?

Answer. Lieutenant Colonel Brant never was a partner of either of the firms above mentioned, nor has he ever received a dollar in the way of profits or dividends arising from the business of either of those firms as a partner. Those firms have occasionally borrowed money from Lieutenant Colonel Brant, and he has endorsed for each of them. Interest has been generally paid him on his loans; and for his endorsements we have never paid him any thing: this remains to be settled with him. William Hill and myself had repeated conversations as to what would be a proper allowance for the use of Colonel Brant's name; and we agreed between ourselves (although I do not know whether Colonel Brant ever consented to it) to allow him one-fourth of one per cent. The accompanying letter of William Hill to Colonel Brant, dated St. Louis, May 29, 1835, will show the nature of the proposition made on this subject to Lieutenant Colonel Brant. I know the signature and handwriting of William Hill, having been acquainted with it since January, 1818; and know the letter, and the signature of his name thereto, now presented to the court, to be his handwriting. The writing and figures on the back of this letter, showing amounts of endorsements, are in the handwriting of Lieutenant Colonel Brant.

[The letter was ordered to be copied on the record, and the original placed in the appendix. See No. 50.]

"MAY 29, 1835.

"DEAR SIR: Please endorse the bill of exchange handed you with this communication. I deem it proper to state, that this bill is made on a shipment of bacon to New Orleans, under full insurance, and, in case of loss, payable to us. The amount arranged by Forsyth & Co. in New Orleans, for their house, was $\frac{1}{4}$ per cent.; which sum for all endorsements we will pay you with pleasure. Truly, your friend,

"WILLIAM HILL.

"Major J. B. BRANT."

The following is a copy of the endorsements on the original letter, viz:

"MAY 29, 1835.

"For HILL, McG., & WAY,

"I have endorsed as follows, viz:

Ditto	-	-	-	-	-	-	-	\$3,000 00
Ditto	-	-	-	-	-	-	-	3,000 00
Ditto	-	-	-	-	-	-	-	2,897 00
Ditto	-	-	-	-	-	-	-	3,500 00
Ditto	-	-	-	-	-	-	-	1,300 00
Ditto	-	-	-	-	-	-	-	3,200 00
Ditto	-	-	-	-	-	-	-	2,025 00
								<hr/>
								18,922 00
								<hr/>

Question by Colonel Brant. Do you know the lots of ground situate corner of Laurel and Second streets, and the building thereon? If so, state from whom they were purchased, and how the brick building on said corner has been occupied since its erection; also, state how the frame one adjoining it, on Second street, has been occupied since its erection.

Answer. I know the lots of ground alluded to well, and the building thereon. The lots were both purchased of Pierre Choteau, senior, at different times in the year 1831, as well as I remember, at the instance of Hill & McGunnege, and for their accommodation. The corner piece of ground may have embraced in size two lots—I think it did. The brick house has generally been occupied by the quartermaster's department since its erection, and the wooden building by the subsistence department.

Question by Colonel Brant. Who furnished the necessary funds for the purchase of the abovementioned lot, and paid for the erection of the buildings thereon?

Answer. Hill & McGunnege refunded to Lieutenant Colonel Brant the amount paid for the lots, in March and July, 1831, or the year in which they were purchased. They likewise paid for the brick building, partly through Major Brant, (who superintended the work and made the contract for it,) and partly to the builders themselves. The frame building on Second street was erected in the winter of 1836-'7, two years ago, while I was at Jefferson city a member of the Legislature. Part of the money has been refunded to Colonel Brant; whether all has been paid him, I do not know. We have an open account with him yet.

Question by Colonel Brant. State why the legal title to said lot and buildings was vested in Lieutenant Colonel Brant, and not in the real owners.

Answer. William Hill, one of the partners, had been, and continued to be, harassed by old liabilities coming against him from Pittsburg and elsewhere; and he did not wish to make the funds of Hill & McGunnege liable for those claims, which would have been the case if the deed had been made to Hill & McGunnege. Besides, they were desirous of placing in the hands of Colonel (then Captain) Brant this property as collateral security for the funds borrowed of him, and for his liabilities as an endorser for the firm. Said property was to be deeded by Captain Brant to Hill & McGunnege, or their assigns, whenever called on for that purpose; provided that all moneys due him, and all his liabilities for the house, were to be previously cancelled, or satisfactorily secured to Captain Brant.

Question by Colonel Brant. State to whom the lots of ground, and building thereon, before referred to, have really belonged since the purchase from Mr. Choteau.

Answer. They have really belonged to Hill & McGunnege, until I purchased Mr. Hill's interest in the firm, as before stated. Since then, and now, they belong to me, subject to the liabilities before stated.

Question by Colonel Brant. State whether Lieutenant Colonel Brant derived any pecuniary advantage from the rent paid by the United States for those buildings.

Answer. None whatever.

The court adjourned to meet to-morrow at 10 o'clock.

WEDNESDAY, FEBRUARY 13, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court received a written communication from Lieutenant Colonel Brant in reference to Captain Crosman's letter of yesterday, which was ordered to be placed in the appendix, [see No. 51;] and the court made the following decision thereon:

"The court regards its decision of yesterday, as to the competency of the witness George K. McGunnege as sufficient, a decision the court has no reason to vary from, owing to any documents in its possession. The papers supposed to be referred to, are vouchers of payments of public money, and are the same that were alluded to in the proceedings of the court, immediately before Lieutenant Colonel Brant entered upon his defence, as being then expected from Washington."

GEORGE K. MCGUNNEGE, a witness, in continuation:

Question by Colonel Brant. State how it came that storage was charged by you on goods belonging to the Indian Department, which were kept in a building rented by the United States and occupied by the quartermaster's department.

Answer. We were frequently called upon to store packages for Major Brant, (our warehouse being near the river,) and, likewise, for the department of the commissary of subsistence, we being contractors for the Government for furnishing subsistence stores. The stores furnished by us

were continued in our own store on Laurel street, between First and Second streets, after delivery to the agents of the Government, and by their request. The quartermaster's store was full at the time, and, consequently, could not accommodate these articles. As compensation for storage thus furnished at various times, we were paid by a charge to the Indian Department for storage of articles belonging to that department, and stored in the quartermaster's building; it being thought by the quartermaster, Major Brant, that the Indian Department should bear its proportion of the expense of storage. This occurred in 1836 and 1837, to the best of my recollection.

Question by Colonel Brant. State whether Lieutenant Colonel Brant has accounted to you for the storage of the goods belonging to the Indian Department.

Answer. As I stated before, we have an open account with Colonel Brant. We rent of Colonel Brant two warehouses on the river bank, on Front street, above Laurel street. We have paid no rent to him for about three years, and we consider that we have funds enough in hands, accruing from these rents due to Colonel Brant, to cover the rents due on the houses belonging to me, which are occupied by Colonel Brant for public purposes. In this way the account stands; and I have signed the vouchers for the rent of the buildings when presented by Mr. Haverty, Colonel Brant's clerk, and debited Colonel Brant with their amounts.

Question by Colonel Brant. Did you furnish, or contract to furnish, public stores for the United States, during the Black Hawk war, in the year 1832? If so, with whom did you make such contract or agreement?

Answer. Enoch C. Marsh, commissary of Illinois militia, called on the house of Hill & McGunnege, of which I was a partner, in April, 1832, and stated that he had been ordered by Governor Reynolds, of Illinois, to purchase, and have delivered on the Illinois river, a quantity of provisions and ammunition for the use of a portion of the militia of that State called into service to suppress Indian depredations; that he had applied, without success, to most of the principal houses in St. Louis dealing in such articles, who declined to sell on the security offered; which was, the discretion exercised by the Governor, and looking to the Legislature of that State for its ratification and payment. We then proposed to furnish these supplies, provided the Governor would previously sanction the contract; which he did.

Question by Colonel Brant. Please look at this paper, and say whether it exhibits the transaction alluded to, both with regard to the amount of purchases made, and the deductions and payments.

Answer. This paper does exhibit the amount contracted to be paid us for the supplies furnished on the occasion alluded to, and also the actual amount paid us on settlement by Captain (now Lieutenant Colonel) Brant, and showing a deduction from our account of \$2,223 47, which deduction was made by him. The amount charged by us under the contract was \$18,703 84; the amount paid us by Captain Brant was \$16,480 37. The reasons urged for this deduction by Captain Brant were, that he could not make a distinction in the prices of the same articles furnished under our contract, and those paid to others for similar articles by himself subsequent to our contract; that, in making this contract with Governor Reynolds, we expected to be kept out of our money much longer; and that the General Government having assumed to pay it, we ought to be satisfied to receive the same amount which others had received for similar articles; and, I think, he referred to an order of General Atkinson, directing him to pay

debts contracted for said campaign, as precluding him from allowing the amount of our account in full. Captain Brant offered to transmit the account to Washington, for the decision of the proper department; but, as we did not know how long it would require, we consented to receive the amount as stated, rather than wait. This occurred in 1832. I subsequently called on Colonel Brant to get the contract alluded to, for the purpose of petitioning Congress for the amount deducted by him, as stated. He requested I would not adopt that course; and said it would lead to endless difficulty, as every person who had been docked in their accounts would probably adopt the same course; and he had had a great deal of trouble with the case of Shropshire & Ross, of Palmyra, Missouri. The matter has thus stood ever since.

[The paper alluded to in the foregoing question and answer, was ordered to be placed in the appendix. See No. 52.]

Question by Colonel Brant. State whether Lieutenant Colonel Brant derived any pecuniary advantage from the purchase of public stores made by the United States of your house in 1832, during the Black Hawk war, or at any other time.

Answer. He never did, to my knowledge. Most of the stores purchased of us during the Black Hawk war were purchased by Captain Holmes, of the commissariat department, except those purchased by order of Governor Reynolds for the Illinois militia. They were all subsistence stores that we furnished to the General Government, as well as I recollect.

Question by Colonel Brant. What was the rate of rent per annum, which the firm of Hill & McGunnele paid to Lieutenant Colonel Brant for the warehouses you now occupy on the river, at the time when you first became a member of that firm? and how long did you continue to pay that rent?

Answer. \$800 per annum. I cannot state exactly when the rent was raised. It was subsequently raised, however, (I think,) to \$1,000 or \$1,200. It is now, and has been, \$1,500 per annum for between two and three years, as well as I remember. At the time we paid the \$800 rent, it was for one warehouse, and the lower story of the adjoining one, situated on Front street. An advance in rent took place when we occupied both warehouses. During the whole time we have paid the \$1,500 rent, it has been for both warehouses, which we leased for five years. The \$1,000 or \$1,200 rent, and also the \$1,500 rent, were considered low, and were so put in consideration of our having paid the \$800 rent previously, which was then considered high.

Question by Colonel Brant. State whether you have received any compensation for storage of goods belonging to the Indian Department since the second quarter of 1837; and if not, why not?

Answer. We have not received any rent on that account since the time mentioned; and for the reason, that we have not since then stored any Government property that would be worth charging for, the amount being so small. We have not been called on to store any Government stores since that time under our contracts.

Question by Colonel Brant. What relations have subsisted between Lieutenant Colonel Brant and yourself for many years back: have they been of an intimate and confidential character, or otherwise?

Answer. I had, previous to the arrival of Lieutenant Colonel (then Captain) Brant at St. Louis, been clerk in the quartermaster's office, under my

uncle, the late Captain McGunnele; and I continued in the same capacity with Captain Brant for about five years, and until I accepted a situation in the Bank of the United States. I lived in his family during the greater part of the five years, and he has always evinced a disposition to serve me. The greatest friendship has always existed between us since our acquaintance. I am, and have been for many years, one of Colonel Brant's bondsmen as quartermaster in the United States service. I have endorsed for him whenever called on for that purpose. I endorsed a note of his, about eighteen months ago, for \$10,000.

The witness here presented another letter, addressed by Hill & McGunnele to Captain J. B. Brant, dated April 3, 1829, as an additional explanation in reference to the same subject for which the letter from William Hill to Captain Brant was presented yesterday. The witness stated that said letter, and the signature of the firm thereto, were in the handwriting of William Hill, one of the partners of said firm. The court ordered the letter to be placed in the appendix, (see No. 53,) and to be copied on the record.

"APRIL 3, 1829.

"DEAR SIR: We hand you \$90, for rent up to 1st instant. From the 1st of the present month, we shall engage to pay you \$25 per month. The \$500 borrowed, we shall pay you when required. We have to remark, that it is our calculation to pay you interest on this money, as long as we may have it, at the rate of ten per cent. Any moneys that you may have at any time unemployed, not exceeding \$1,000 to \$1,500, it would be a very great convenience for us to have the use of; for which we will be glad to pay interest at the rate above mentioned, and to be at all times subject to your order. We can make double interest out of the amount of money mentioned.

Yours, truly,

HILL & MCGUNNEGLE."

"Captain J. B. BRANT.—*Present.*"

The court adjourned to meet to-morrow morning at 10 o'clock.

THURSDAY, FEBRUARY 14, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was engaged in close session until half-past 3 o'clock, P. M., in examining and forming an abstract of accounts received from the acting Quartermaster General.

The court adjourned to meet again to-morrow at 10 o'clock, A. M.

FRIDAY, FEBRUARY 15, 1839.

The court met pursuant to adjournment; and was engaged in close session, as yesterday, until half-past 2 o'clock, P. M.; when the court adjourned to meet again to-morrow at 10 o'clock, A. M.

SATURDAY, FEBRUARY 16, 1839.

The court met pursuant to adjournment.

Present: All the members.

G. K. McGUNNEGLE, a witness, in continuation :

The witness desired to make an explanation and correct his previous testimony on the subject of the rents paid by the house of Hill & McGunnege to Colonel Brant, for warehouses, and stated as follows :

"The rent, in 1829, of the warehouse on Water street, (rented by Hill & McGunnege from Colonel Brant,) was \$700; from 1830 to 1834, \$900; from 1834 to 1835, \$1,000; from 17th of October, 1835, on agreement for five years, for \$1,600 per annum. I thought it was \$1,500, as stated in my previous testimony. I think we have not yet paid any thing under that agreement. These are the annual rents paid Colonel Brant on those warehouses, viz: on one building; on one building, and the lower part of the other; or on the two buildings, according to the fact as they were occupied by us at the different times."

Question by Colonel Brant. You have said that you did not pay any thing since last agreement, for five years: please explain what you mean thereby. Did Lieutenant Colonel Brant receive no compensation whatever during that time? or do you mean that there has been no adjustment or settlement of rents between the firm and Lieutenant Colonel Brant since making the last agreement?

Answer. I have no recollection of Colonel Brant's presenting any account. Colonel Brant owes us for the rents of the buildings occupied by the public on Second street, and corner of Second and Laurel streets; and we owe him for the warehouse we occupy. The accounts have not been balanced. I suppose there is no large balance due on either side.

Question by Colonel Brant. Please state whether you have a private account against Lieutenant Colonel Brant for groceries, and furnished during the time spoken of.

Answer. I have not looked at the account lately: it is yet open. We have had no settlement for some time. We are in the habit of furnishing his family supplies.

Question by Colonel Brant. You have spoken of your endorsing a note of Lieutenant Colonel Brant for \$10,000: do you know for what purpose he gave that note, and to what object its proceeds were to be applied?

Answer. I understood it was for the use of the Government. The note was discounted in bank. It was in August or September, 1837.

Question by Colonel Brant. You stated that the first charge, for storage of Indian goods, was made in 1836: please say whether you are certain as to that being the year when the first charge was made.

Answer. I am not positive about it; I have not examined. It might have been in 1835; and, if so, most probably the account was made out and signed by William Hill.

A voucher, in the name of William Hill, against the United States, for storage of Indian goods for September, 1835, was shown by Colonel Brant to the witness, to ascertain the time when the storage on the Indian goods was first paid here. The witness stated that the said voucher was signed by William Hill.

Question by court. Did you receive the money which you signed receipts for, on account of the rent of the brick warehouse at the corner of Second and Laurel streets? Did you receive the money at the time you signed the receipts? or have you ever *actually* received it?

Answer. We did not receive the money, that I recollect of, at the time. We had an open account with Colonel Brant, as I have stated, in which the rents of the public buildings have been settled; that is, they are charged in that account.

Question by court. Did you keep two different accounts with Colonel Brant—one on private account, and one on public account? or were they kept together?

Answer. We kept an account in the name of the quartermaster's department, and one in the individual name of Colonel Brant.

Question by court. Was the rent of the warehouse, corner of Second and Laurel streets, charged to Colonel Brant's public or private account on your books?

Answer. It was not charged in either account. At the time I signed the vouchers for the rent of those buildings to the Government, I took a minute of the amount of money due us from Colonel Brant; it was not entered in either account. But, on settlement with Colonel Brant, we made a balance of the rents due to us from Colonel Brant on public account, and of the rents due to Colonel Brant from us for his warehouse which we occupied. If a balance resulted, we credited him for it, or charged him for it, (as the case might be;) and when so charged, it was charged or placed in his private account. We were generally in his debt on settlement.

Question by court. Has your house, under either of the names by which it has been known, been in the habit of contracting to furnish army supplies by agreement with Colonel Brant as a Government agent; or has it often furnished such supplies to him by purchase? If so, please say whether, in all cases wherein you signed receipts for the purchase money, you actually at the time received the money; or whether the sum of such purchases, or any part thereof, was carried to the debit of Colonel Brant on the open account you have said you have been in the habit of keeping with Colonel Brant.

Answer. I do not think we ever furnished any public supplies to Colonel Brant on contract. What he got from us, was purchased in open market. Sometimes the money was paid when the receipts were signed—sometimes not; and sometimes previous to the signing the receipts, where the amounts were large; but, after the delivery of the goods, where the purchases were very small, we may not have received the amount when we signed, but always when we called for it—considering it always as cash. The amounts not received in this way *remained* charged to the quartermaster on the public account, and were paid when we called on him for the money. These amounts were small. In general, the amounts were paid to us when we delivered the goods, and the accounts made out and signed at the end of the month or quarter.

Question by court. Is the frame building on Second street, adjoining the brick warehouse corner of Second and Laurel streets, your property, in the same manner as the brick warehouse is?

Answer. I stated before, that the frame building was put up during my absence, and I do not think that all the accounts have been rendered to me. I understand from Colonel Brant that he has further charges against me

on that account, to be rendered at our next settlement. The lot is mine, as the rest of the ground. Colonel Brant put a stable upon that ground by our permission, which was formerly used by him. Since he moved upon the hill, we have occupied that stable, and paid him for it. It was an old stable, removed upon that lot by him. The frame building in the question is mine, of course.

Question by court. You have said that you stored in your warehouse stores for the quartermaster's department, and for the commissary's department; and that, as a compensation for that storage, you were paid by the charge made against the Indian department, for articles of that department placed in the quartermaster's store. Do you mean that, in such instances, no charge was made against the quartermaster's department and commissary's department; or were those departments also charged, and, in this way, a double charge made against the Government?

Answer. Certainly we have not charged to the quartermaster's or commissary's departments for the goods of those departments, for which the storage was covered by a charge to the Indian department.

Question by court. Why was storage charged to the commissary's department, as shown by this voucher of March 31, 1837?

[NOTE.—The following copy of a voucher from Colonel Brant's public accounts, (sent to the court from the War Department,) was ordered to be made on the record. Original voucher returned to the Treasury of the United States.]

THE UNITED STATES,

To McGunnegle and Way, Dr.

1836. For storage of the following subsistence stores, in the months of Sept. Oct. September and October, 1836, viz:

112 barrels pork	}	130, at 10 cts. per month, 1½ m'th	\$19 50
18 barrels vinegar			
235 barrels flour	}	270, at 6¼ cts. per month, 1½ m'th	25 31
35 barrels beans			
36 boxes soap	}	64, at 3 cts. per month, 1½ m'th	2 88
28 boxes candles			

I certify that the services above charged for were duly rendered during the period stated; there being no storehouse furnished for the subsistence department at this place during those two months.

J. W. KINGSBURY, A. C. S.

I certify that the above account is correct and just; that there was not room for the stores in question in the building occupied by the quartermaster's department at that time; and that the rates charged are those usually paid for storage of similar articles at this place.

J. B. BRANT, Q. M.

Received, St. Louis, March 31, 1837, of Major J. B. Brant, quartermaster United States army, forty seven dollars and sixty-nine cents, in full of the above account.

\$47 69.

(Signed duplicates.)

McGUNNEGLE & WAY.

NOTE.—This voucher was shown to the witness with the last question.

Answer. I presume the goods on this voucher must have been considered as over and above the allowance made to balance the Indian goods; and that storage, independent of this, was furnished, equal to the charge made against the Indian department. The signatures upon this voucher I believe to be Lieutenant Kingsbury's and Colonel Brant's, and the signature of McGunnege & Way to the receipt is in my handwriting.

Question by court. Do you, and you only, now derive any interest from the rent of the stores at the corner of Second and Laurel streets?

Answer. I alone derive any interest from it.

Question by court. In the months of September and October, 1836, for which time storage was paid, as by this voucher, March 31, 1837, on the subsistence stores in your warehouse, had you in said warehouse, or in any warehouse, any other stores of the subsistence department, besides those mentioned and charged for in said voucher?

Answer. I have now no knowledge. I do not recollect; my books might not show it. If charged as storage, they would show it; if charged as cash, they would not show it. It might appear as cash received for storage; and then I could not identify the articles, or know whether it referred to subsistence stores or other stores.

Question by court. What quartermaster's stores had you in those months, for which you furnished storage gratuitously to that department, and charged for it against the Indian department?

Answer. I cannot recollect; we kept no account of it. Mr. Haverly would come in and ask permission to store goods, sometimes in our stone buildings on Water street, and sometimes in our frame warehouse on Laurel street.

Question by court. It appears that you received from Major Hitchcock, and signed a receipt for \$24, for storage of the Indian goods in May and June, 1837. To whom was the storage on those goods due for the following months, viz: July, August, and September, 1837?

Answer. I do not think we rendered any account after June, 1837. After that time, we were seldom called on for storage in our plank warehouse, or in our stone warehouses. The subject was spoken of, but we did not think that we had rendered storage enough to make a charge for it after that time. The Government had got that year (in the early part of it) an additional warehouse for the commissary department.

Question by court. In what building was the office of the Indian department, when you and William Hill made your charges for that rent?

Answer. I do not recollect now; I do not know that I was ever in the Indian office. I think it was up stairs in the front room of the brick building at the corner of Second and Laurel streets. I have seen Mr. Haverly there; I had no business with that department. It may have been in Colonel Brant's own house. I sometimes signed receipts for the rooms in his house, as if they belonged to me; but, of course, I never received the money for them.

Question by court. If you were the owner of the lots at the corner of Second and Laurel streets, why did Colonel Brant superintend the erection of the buildings thereon, as you have stated? and was it on agreement that he advanced the funds for the erection of said buildings?

Answer. Colonel Brant is better acquainted with buildings than I am. I had no acquaintance with the subject of building. He wanted, moreover, to put up such a building as would suit the purposes of the quartermaster's

department; and that building was put up with that understanding, for the purpose of renting to the quartermaster as a store. He advanced part of the funds for the erection of the buildings. It was not upon any agreement. We paid the bills as they were sent in to us. I do not know that he paid the mechanics. I think he generally gave them an order on us, certifying the correctness of the account, and we paid it.

Question by court. You have said that the lots and houses at the corner of Second and Laurel streets are, by the deed, Colonel Brant's; that they were thus made his by way of collateral security for his liabilities to the several firms you have spoken of; that they were to be "deeded" back to you, on your exonerating him from such liabilities. Please say whether he has been released from such liabilities, and whether this property has been accordingly conveyed to you by deed or otherwise.

Answer. He has not been released from his liabilities on our account. He is still our endorser for (probably) the value of that property of ours which he holds; of course, he has not conveyed it to me.

Question by court. You have said you do not know whether the whole of the cost of the brick and frame buildings at and near the corner of Laurel and Second streets has been refunded by Hill & McGunagle to Lieutenant Colonel Brant, but that you have an open account with him yet. Will you produce that account, for the information of the court?

Answer. I said that the whole of the cost of the brick building had been refunded to Colonel Brant; and that I did not know whether the whole cost of the frame building had been refunded to Colonel Brant. The accounts are kept in the name of the firm, and I will consult my partner whether the account can be exposed to the court. I have stated that the account has not been settled or made out; and since the last settlement, about two and a half years ago, the account would not show the charge for rent. Up to that time, they may not show the rent charged, as such; but the balance struck, and the difference entered as "charged." Since the last settlement, the books, perhaps, will merely show what articles have been furnished his family, and perhaps some taxes paid for him during his absence in Florida.

Question by court. You have said you were contractors for furnishing subsistence stores in 1836 and 1837; and that you were sometimes requested by the agents of the Government, after you had delivered such stores to them, to continue them in your store, for want of room in the public store. Please say who were the agents referred to; what were the stores, and their quantity; how long were they in your store after you had transferred them to the Government; what you received from the United States for such storage; and in what months this storage was furnished.

Answer. The agents referred to were probably Lieutenants Kingsbury and N. J. Eaton, the commissaries; and in some cases, perhaps, Colonel Brant, the quartermaster. They were subsistence stores. The contracts for Jefferson barracks varied but little. They were delivered quarterly, and were about 200 barrels of flour and 100 barrels of pork, and the other items of the subsistence ration in proportion. I cannot tell how long they remained in my store after delivered to the Government; I made no charge of it at the time. The amount of such storage was paid by a charge to the Indian Department, as I have stated and explained, excepting this voucher which has been shown to me to-day, March 31, 1837. I suppose that at that time we furnished other storage, enough to make up the charge

made against the Indian Department at that time. It was only occasionally that we were required to deliver subsistence stores here; generally, they were delivered at Jefferson barracks.

Question by court. Did you rent from Colonel Brant, and re-rent to him, for the quartermaster's department, the upper part of one of the buildings spoken of on Front street?

Answer. That refers to a time before I went into the concern. The arrangement was between William Hill and Captain Brant. It never went into the books of the firm. I do not know what the arrangement was. William Hill occupied, as his quarters, a room on the second floor, back of the room occupied by the quartermaster for a store-room. There were two of those back rooms, (one in each building,) meant for counting-rooms.

Question by court. You have referred to certain endorsements by Colonel Brant on the letter of Mr. Hill, proposing to pay him $\frac{1}{4}$ of one per cent. for his endorsements of your paper. When were those endorsements on the letter made? Is it to be understood that they indicate all the sums for which Colonel Brant was liable as the endorser of your paper?

Answer. I cannot say when those endorsements on that letter were made. They certainly do not show all the endorsements of Colonel Brant on the paper of Hill & McGunnege. That endorsement on that letter seems to refer to the time previous to the receipt of that letter, and to purport to show what endorsements on the paper of that firm Colonel Brant had made up to that time.

Question by court. Is there any public record or deed of the purchase by you, from William Hill, of the lots of ground situated at the corner of Second and Laurel streets?

Answer. There is a deed from Hill to me, when I purchased him out. That deed conveys to me his interest in those lots, and in the firm, and in other real estate out of the city. I have never thought it necessary to have that deed recorded, because I had specific deeds conveying all the real property held by him, or in which he had an interest, out of the State; and these deeds I have had recorded. This deed, conveying the interest of Hill in property on Laurel street, states the legal title to it to be in J. B. Brant.

Question by court. You have said Lieutenant Colonel Brant has never received any thing in the way of profits or dividends from either of the firms of Hill & McGunnege; Hill, McGunnege, & Way; or McGunnege & Way. Has he ever been, or does he now stand, credited in account with any such profits or dividends?

Answer. None, whatever.

Question by court. You have spoken of Colonel Brant's loans to your house, and his liabilities by endorsements of your paper. Please say during what years such loans and liabilities occurred and existed; also the highest amount of such loans and liabilities at any one time.

Answer. Probably through every year since the firm commenced. As for loans, I do not think we have ever been indebted to him for cash borrowed, for more than \$5,000 at any one time; and as to his liabilities on our account at any one time, I do not think it has ever exceeded from \$20,000 to \$30,000. I never calculated it. I speak from my impressions. We endorse for no house; we prefer paying for endorsements to endorsing mutually with another house. We have no other endorser than Colonel Brant, except, occasionally, our friend Mr. Perry, during Colonel Brant's absence.

Question by court. You have stated that your accounts against the United States for the rents of the buildings occupied by Lieutenant Colonel Brant for public purposes, were paid by debiting Lieutenant Colonel Brant with these amounts, in an open account you have with him, and crediting your house with the like amounts, on account of rents due to Colonel Brant on the warehouses you rent from him. Will you produce that account, for the information of the court?

Answer. I will consult my partner, and then reply whether I will produce the books. I will make a copy of the account from the books, if the court desire it. We have never suffered our ledger and journal to go out of our counting-room.

The court adjourned to meet at 10 o'clock on Monday.

MONDAY, FEBRUARY 18, 1839.

The court met pursuant to adjournment.

Present : All the members.

G. K. MCGUNNEGLE, a witness, in continuation :

The witness stated : "I decline bringing into court the books and accounts asked for by the court on Saturday. The accounts run through 10 or 15 day-books, making 20 or 30 volumes. The ledgers do not show the items ; and, consequently, I would have to refer to all the day-books or journals to show the items of the accounts : this would take more time than I can give ; and I cannot spare the books from the counting-house."

Question by court. During the time a portion of the warehouses now occupied by you, belonging to Lieutenant Colonel Brant, was occupied and rented for the quartermaster's department, store and office, who signed the receipts on the accounts for such rents ; and in whose name were the accounts made out ?

Answer. I do not know who signed the receipts. I presume Wm. Hill did.

Question by court. Who was the owner of the warehouse on Water street, a portion of which was rented for the United States from about the year 1829 to the time when the public stores were elsewhere accommodated, and during which period, the rent, therefore, was charged by Wm. Hill or yourself ?

Answer. I believe Colonel Brant was the owner.

Question by court. Did you, or not, furnish a considerable quantity of corn and other public supplies in 1832, besides the subsistence stores purchased of you by Colonel E. A. Marsh ? and, if so, by whose order were they purchased and paid for ? Did you not also furnish for the United States a large amount of steamboat transportation in that year ? and, if so, who contracted and paid for it ?

Answer. I believe all that we furnished was furnished on the requisitions of Colonel Marsh ; that is, to the best of my recollection. I do not remember particularly that we furnished any large amount of steamboat transportation that year. By our contract for those subsistence stores, we were to deliver them on the Illinois and Mississippi rivers, and at other points. Of course, that included the transportation of the stores.

Question by court. Did you, or not, during the time Lieutenant Colonel Brant was acting disbursing agent for the Indian Department at this place, furnish considerable quantities of goods and articles or subsistence for the

Indian Department? and, if so, were any public proposals or advertisements ever made in the newspapers for furnishing any portion of such supplies? and, if so, on what occasions, or for what supplies thus furnished by you, were there any such proposals made?

Answer. I believe that we have furnished some subsistence to the quartermaster; but the amounts were not large, nor do I know whether they were for the Indian Department; I supposed they were, as the quartermaster does not buy subsistence. I do not recollect in such cases any advertisement on the subject in the newspapers. The quantity was so small, that it would not have been worth while advertising about.

Question by court. Was there, or not, ever a statement, account current, or report, made by Hill & McGunnege, or the successors of that house, and shown to Lieutenant Colonel Brant, exhibiting the liabilities and debts of the firm or firms? and, if so, why was it shown or furnished to Lieutenant Colonel Brant?

Answer. Never, to my knowledge.

Question by court. You have said that you thought that the office of the Indian Department, when William Hill and yourself signed receipts for the rent of it, was in the upper part of the brick warehouses at the corner of Second and Laurel streets; please say whether, at that time, the whole of that warehouse was not rented to the Government for public purposes.

Answer. I will explain: I now recollect that the time when I saw Mr. Haverty in an office in that brick building was since Major Hitchcock relieved Colonel Brant as Indian agent. I was, therefore, mistaken in supposing that the Indian office was in that building. I believe it was in a room in Colonel Brant's house. The whole of that brick building was at that time rented to the Government.

Question by court. Is there not in the brick store at the corner of Second and Laurel streets a room designed for an office?

Answer. There is one there, which I think was occupied by Lieutenant Kingsbury, assistant commissary of subsistence.

Question by court. Who furnished the money for the purchase of the subsistence supplies in 1832, furnished upon the requisition of the Governor of Illinois? Where, and of whom, were those supplies purchased? were they purchased on credit or for cash?

Answer. They were purchased partly on credit, partly on cash. What was paid for, was paid out of our own funds. We got \$10,000 out of bank to pay for the balance, before we received the money from the Government. The principal part of the stores we had on hand on commission. We had, therefore, to buy but little.

Question by court. In 1832, and since, have, or not, several accounts for public supplies furnished, and services rendered the United States, been paid by your house, in goods or services, upon drafts or orders given or drawn on you either verbally or in writing, by Lieutenant Colonel Brant, in favor of the claimants?

Answer. Never, to my knowledge, in a single instance.

Question by court. Did you pay Lieutenant Colonel Brant any rent for the stable you say you permitted him to place on your lot during the time it was occupied by you?

Answer. We paid a small rent—I do not recollect what it was. It was a small private stable.

Question by court. Did Lieutenant Colonel Brant pay any ground-rent for the use of the lot belonging to you, upon which his stable was placed, as you have stated, by your consent?

Answer. No; we gave the permission without any charge. The lot was vacant, and of no use to us.

Question by court. When you supposed that the Indian office was in the building of yours at the corner of Second and Laurel streets, and knowing that you had signed the receipts for the rent of said office, to whom did you suppose said rent was due or had been paid—to you, or to Colonel Brant?

Answer. I never supposed any thing about it. I had not thought of it till the question about the office was asked; and I was entirely ignorant of it.

Question by court. What has been the particular line of business of the house or houses to which you have belonged for several years past, and to which reference has been made in your testimony?

Answer. General commission and grocery business.

Question by court. Has it formed a part of the line of business of your house or houses to furnish to customers generally; or do you usually keep for sale such articles as baggage-wagons, harness, stationery, office or company-books, wood, straw, hog's lard, and coal?

Answer. They do not form a part of our stock, generally; but we may have furnished all or any of such articles on order, in commission business. We keep a heavy stock of stationery generally. I have received an order for a great many things which we had not on hand; and to furnish which, as commission merchants, we might have to go into almost every house in town. I do not recollect to have furnished such articles as are mentioned in the question, to the quartermaster, except the stationery and the lard. To show the variety of things that a general commission house is called on to furnish, I will mention that, in an order received last year, containing, perhaps, fifty items, were enumerated a half-bushel of persimmons and a Dutch serving-maid.

Question by court. Look at these vouchers, and say whether, in the signatures to the receipts, you recognise those of the houses of which you are, and have been, a partner; if so, please say whether they do not contain charges for such articles as are embraced in the last question.

Answer. I recognise the signatures to the vouchers shown me as the signature of the firm; they contain such charges as are referred to in the question.

[NOTE.—The vouchers here shown to the witness were so numerous, that the court ordered the following abstract of them to be made on the record, instead of copying them at length. Originals returned to the Treasury.]

Date of voucher.	Of whom purchased.	Articles purchased.	Amount.
1831.			
Mar. 31	Hill & McGunnegele	Oak and hickory wood -	\$45 50
Sept. 26	Ditto	Stationery, nails, iron, oil, axes, bellows, packing-boxes, saddle, bridle -	382 96
Dec. 20	Ditto	Iron, glass, stationery, wood -	106 19
1832.			
Mar. 29	Ditto	Stationery, coal, packing-boxes, hickory wood -	265 07½
June 30	Ditto	Wood, cordage, oakum, scythes, stationery -	169 83
Sept. 29	Ditto	Iron, spirits of turpentine, tar, pitch, stationery, boxes, blank book, cordage, lime, wood -	200 97½
Sept. 30	Ditto	Nails, bellows, iron, cotton-wick, white lead, paper, bushel measures, wood, hoof-hooks for dra-goons -	344 96
Dec. 31	Ditto	Wood and hog's lard -	175 12½
1833.			
Feb. 28	Ditto	Wood, corn sacks, pitch, oakum	455 50
Mar. 31	Ditto	Wood, bar-iron, tar, stationery -	143 02
Apr. 20	Ditto	Nails, glass, cordage, stationery, blank-books, cord, wood -	242 70½
June 29	Ditto	Stationery, wood, nails, lead, gimlets -	143 83
Dec. 31	Ditto	Nails, quills, stove, wood -	235 00
1834.			
Mar. 26	Ditto	Wood, straw, shovels, stationery, pitch, tar, lead, nails -	447 94
June 27	Ditto	Window sashes, nails, lead, iron, anvil, spades, tar, wood, stationery -	254 66½
Dec. 20	Ditto	White lead, window glass, wood, stationery -	115 25
1835.			
Mar. 31	Ditto	Nails, wood, packing-boxes, tar	106 86
Apr. 30	Ditto	Nails, glass, white lead, stationery, cordage, iron, oakum, pitch, shovels, tar, cowhair, packing-boxes, wood -	563 06
June 30	Ditto	Paper, nails, hair, glass, white lead, boat oars, wood, packing-boxes -	205 42
Sept. 30	Hill, McGunnegele, & Way	Nails, wood, bank-check book -	94 08
Nov. 30	Ditto	Stoves, white lead, lard -	147 44

Date of voucher.	Of whom purchased.	Articles purchased.	Amount.
1836.			
May 10	Hill, McGunnegle, & Way	Nails, oil, stationery, white lead, axes	\$442 25
June 9	Ditto	Stationery, nails, packing-boxes	252 75
Dec. 22	Ditto	Wood, paper, wafers, whiting	101 31
1837.			
Apr. 29	Ditto	Wagons and harness	275 00
Mar. 31	Ditto	Nails, glass, rope, shovels, timothy seed, smiths' vices, shovels	486 47
Dec. 31	McGunnegle & Way	Stationery, axes, nails, oakum, rope	213 20
July 31	Ditto	Nails, cordage, lime, hoes, harness, wagon, wheel-barrows	315 56
June 30	Ditto	Nails, candle-wick, lime, wood	54 00
May 6	Ditto	Stationery, white lead, shovels, twine	146 87

Question by court. What profit or commission was your house in the habit of charging on those articles furnished by you to order, which you did not keep on hand, but which, you say, you sent out and procured?

Answer. To our regular customers we charged no commission but just what we paid. To a stranger ordering, without advancing the money, we charged a commission of two and a half per cent.

Question by court. Were such articles furnished on public account by you purchased at cash prices always, or upon a credit? Were they ever paid for in goods from your store?

Answer. We purchased at cash prices. Merchants generally buy from each other at a less price than another person could. The articles purchased for the quartermaster were paid in money, not in trade.

The court adjourned to meet again to-morrow at 10 o'clock, A. M.

TUESDAY, FEBRUARY 19, 1839.

The court met pursuant to adjournment.

Present: All the members.

The letter at No. 54, appendix, was received yesterday from Captain Crosman, requesting, if his attendance on the court is no longer necessary, to be discharged.

The court decided that the court leaves it to Captain Crosman to judge whether or not his further attendance is necessary, in reference to its proceedings pending this investigation.

The following letter was received from G. K. McGunnegle, a witness, whose examination was interrupted by the adjournment of the court yesterday:

TUESDAY, February 19.

SIR: This is our *discount* day in bank; and I shall not be able to wait on you before 12 o'clock, at which time you may expect me.

Respectfully,

G. K. McGUNNEGLE.

To Lieutenant LEB.

The court, having no power to compel the attendance of any witness not of the line or staff of the army, adjourned to meet to-day at 12 o'clock, the hour designated by the witness for his attendance.

12 O'CLOCK.

The court met pursuant to adjournment.

Present: All the members.

The court waited for the appearance of the witness till half-past one o'clock, when he appeared, and his cross-examination was continued as follows:

Question by court. When did you first raise the rent on Colonel Brant's office as quartermaster; and for what reason was it done?

Colonel Brant presented the following note:

Colonel Brant objects to the question as being improper, in this: that it sets out by assuming, as a fact, that the witness had once rented an office to the quartermaster's department, whereas no such statement has been made by the witness; nor has it been shown by any other person that *he* rented an office to the quartermaster; on the contrary, he has previously stated that his partner, William Hill, may have rented one, but that he had nothing to do with it. He also stated that he had signed vouchers for office-rent, but that the room or rooms rented were in the private dwelling of Lieutenant Colonel Brant, and he (the witness) derived no pecuniary benefit therefrom. For the purpose even of confusing and embarrassing a witness, it is not permissible on the cross-examination to *imagine facts* as established by the witness, to the existence of which he has never testified.

The court decided that the court disapproves the insinuation that the question was put for the purpose of embarrassing the witness. The court is of opinion that the statements of Colonel Brant, in reference to the previous evidence, are not entirely correct. The court, however, directs the question to be modified as follows:

Question by court. Did you rent an office to Colonel Brant for the quartermaster's department? If so, has said rent been at any time raised? and, if so, for what reason was it done?

Answer. I did not rent an office to the quartermaster's department, to the best of my recollection. The office occupied by the quartermaster belonged to Colonel Brant; and I signed the receipts sometimes, with the understanding that that course was approved by the Quartermaster's Department; that Colonel Brant had been specially authorized to occupy his own building. The change in the price of rent, I suppose, was in consequence of the general advance of rents in the place.

Question by court. For what prices has the warehouse at the corner of Second and Laurel streets been rented to the United States by you, at various times?

Answer. From January to 30th September, 1836, it rented for \$50 a month; from 1st of October, 1836, to 30th of September, 1837, it rented for \$83½ per month. It was then, for some time, not occupied by the United States. I do not exactly recollect the time when it was re-occupied by the United States. Since it has been occupied again for the department, it has been rented by the month at the rate of \$800 a year; and it is rented at that rate now.

Question by court. Why was the yearly rent of the warehouse at the corner of Second and Laurel streets raised to \$1,000? Did you apprise Lieutenant Colonel Brant of your intention to raise the rent? if so, when? Had you any consultation with him on the subject? if so, please state the details of it.

Answer. I considered the previous rent too low; and I spoke to Colonel Brant about advancing it. The matter was referred to Messrs. Walsh and Sarpy, who fixed the rent. This was at or about the time the advance was made. I do not recollect which of us named these gentlemen to decide; we agreed upon them as disinterested persons.

Question by court. In your consultation with Colonel Brant, on what day or date was it agreed the increased rent should commence?

Answer. From the date, I presume, that the accounts were made out. I do not recollect the date.

Question by court. What building is referred to in this voucher?

Answer. The brick building at the corner of Laurel and Second streets.

The voucher shown to the witness, received from the War Department, here ordered to be recorded. Original returned to the Treasury.

THE UNITED STATES

1838.

To Geo. K. McGunnegle, Dr.

For rent of building occupied as quartermaster's store, at St. Louis,	
Missouri, from 1st to 30th September, 1838, one month, at \$35	
per month	\$35

I certify that the above account is correct and just; that the building therein charged for was occupied for the purpose and during the period stated; that there were no public buildings in charge of the quartermaster's department during said period at St. Louis; and that the rent charged is not higher than is customary for similar buildings at this place, conveniently situated.

J. B. BRANT,
Deputy Quartermaster General.

Received, St. Louis, September 30th, 1838, of Lieutenant Colonel J. B. Brant, deputy quartermaster general, thirty-five dollars, in full of the above account.

\$35. (Duplicates.)

G. K. MCGUNNEGLE.

Question by court. The voucher just shown you exhibits a decrease in the rent of the brick building, not yet alluded to by you: please explain why so great a reduction was made.

Answer. I think in consequence of not occupying the whole of the building. He had goods of ours stored in it about that time.

Question by court. Why was the rent of the warehouse corner of Second and Laurel streets reduced from \$83½ per month to \$800 per annum? Were rents in this city generally reduced at that period?

Answer. There has been a reduction in the price of warehouses within the last year or two. It was for that reason.

The court adjourned to meet to-morrow at 10 o'clock.

WEDNESDAY, FEBRUARY 20, 1839.

The court met pursuant to adjournment.

Present: All the members.

GEORGE K. MCGUNNEGLE, a witness, in continuation:

Question by court. How long was it, after you informed Lieutenant Colonel Brant that you intended to raise the rent on the building at the corner of Second and Laurel streets, before the increased rent was agreed upon, and commenced to be charged?

Answer. I do not remember.

Question by court. When you informed Lieutenant Colonel Brant that you intended to raise the rent on that building, did he express his intention to seek another building suitable for the public service, in lieu of the one at the corner of Second and Laurel streets?

Answer. I do not recollect. I told Colonel Brant the rent was too low. Suitable buildings were difficult to be procured at that time.

Question by court. Look at these vouchers, and say what interest you, or either of the firms of which you have been a partner, had in the steamboats named therein.

Lieutenant Colonel Brant submitted the following objection to the last question, viz:

"Lieutenant Colonel Brant objects to this question, as not being relevant to any matter touching the present inquiry. The question relates to the interest which the witness, or any of the mercantile firms of which he is or has been a member, had in certain steamboats. This question might be pertinent, if Lieutenant Colonel Brant had been proved to be a partner in any one of those firms; but that, the witness has positively stated he was not. It would be also a proper inquiry to make of the witness, whether Lieutenant Colonel Brant had an interest in any of the steamboats named; but it cannot be perceived how the fact of the witness being or not being interested in those boats, or either of them, can have any bearing upon the guilt or innocence of Lieutenant Colonel Brant, as regards the allegations preferred against him. If the court, however, will favor him so far as to state the particular allegation in regard to which it views the question as being relevant, he will withdraw the objection."

The court decided that it does not sustain the objection.

Answer. We had no interest in the steamboats mentioned in these vouchers for 1829; nor in those for 1830; nor in those for 1831. At one time we had an interest in the Otto, John Nelson, Warrior, American, Adventurer, Kansas, and Prairie. Whether it was at the time mentioned in the vouchers, I cannot say without referring to my books. I will ascertain, and inform the court. [The court desired the witness to do so.]

The following letter was received from Lieutenant Colonel Brant :

" COURT-ROOM, *February 20, 1839.*

"SIR: I beg leave to state to the court, that I claim it as my clear legal right that the whole of each voucher which has been obtained from the office of the Quartermaster General by the court, either on its suggestion, or at the suggestion of Captain Crosman, and read as evidence during the present investigation, shall be placed upon the record. I object to any abstract being made of those vouchers: the whole must go, or none. It is not for this court to deny me the right of having the *entire* contents, in place of a partial statement of them, submitted to the reviewing officer. A partial statement of the contents would only expose to the eye of the reviewing officer just so much of each voucher as, in the opinion of the court, was material; whereas, if the whole were presented, a very different conclusion might be formed by him as to the effect or bearing which it should have upon the present case.

I remain, &c.,

J. B. BRANT,
Lieutenant Colonel U. S. Army."

"Lieut. JOHN F. LEE,
Recorder and Judge Advocate Court of Inquiry."

The court decided as follows, viz:

"The court view the claim of Lieutenant Colonel Brant to have all the vouchers which have been sent to the court from the Treasury Department, and read in court, spread upon the record, as going to the *mode* in which the record shall be made up—a matter within the sound discretion of the court. Lieutenant Colonel Brant thinks that an abstract of such vouchers will not enable the reviewing officer to form a just opinion of their character: this point the court, in the exercise of its control over its own record, will carefully guard, by a reference on it to the original vouchers, which must be returned to the Treasury, and to which the reviewing officer can have ready access. It cannot be expected that the court will attach to its record copies of the very numerous vouchers sent to it. The rights of the accused will be fully acknowledged by the reading of the *whole* of any paper that may be produced; and no paper will be thus produced and read, of the kind herein alluded to, but such as will be entered into an abstract, to be placed on the record. This course the court will adopt, although it claims the right, under a rule laid down as applicable to the proceedings of military courts, to admit of extracts being given in evidence of such public documents as those in question. Under the same rule, all the accused can claim, is, that the whole paper shall be read."

The reading of certain vouchers having been commenced in accordance with the decision last recorded, and with the view of granting to Lieutenant Colonel Brant every right in reference to the contents of said papers he could claim, Lieutenant Colonel Brant left the court-room, and, after he had been absent some time, the court ordered the reading to be discontinued; as, in the opinion of the court, the reading of all the vouchers, with the letters, certificates, and contracts attached, was unnecessary; and the absence of Colonel Brant a virtual relinquishment of his claim in the matter. All that could, in the opinion of the court, be necessary to enable the witness to answer the question put to him respecting the vouch-

ers, had been read to him, viz : the date of the account, or receipt to it; the person to whom payment was made; and a general statement of the nature of the account.

The court ordered the following abstract of the vouchers to be made on the record:

Abstract.

Date of voucher.	To whom paid.	On what account.	Amount.
1829.			
Aug. 31	S. Shalcross, steamboats St. Louis and Galena packet - - - -	Transportation of stores	\$2,036 39
April 14	Do. do. do. - - - -	Do. do. -	1 75
May 19	J. B. Hill, steamboat Cleopatra - - - -	Transp. troops & stores	213 00
Aug. 21	Hill & McGunnegle, ag'ts st'mb't Crusader	Do. do. -	3,300 00
Nov. 24	J. B. Hill, steamboat Cleopatra - - - -	Transportation of stores	14 75
May 2	Do. do. - - - -	Do. do. -	18 00
1830.			
June 2	S. Shalcross, steamboat Chieftain - - - -	Do. do. -	137 00
May 10	S. Shalcross, steamboat Galena Packet, barge, and keel - - - -	Do. do. -	150 00
July 31	S. Shalcross, steamboat Chieftain - - - -	Transp. troops & stores	1,000 00
Aug. 26	Do. do. - - - -	Transportation of stores	12 74½
Sept. 14	Do. do. - - - -	Do. do. -	35 78½
Dec. 22	Do. do. - - - -	Do. do. -	12 77½
1831.			
Jan. 26	J. B. Hill, steamboat Niagara - - - -	Transportation of troops	3,700 00
April 25	Hill & McGunnegle - - - -	Do. do. -	53 90
July 12	S. Shalcross, steamboat Chieftain - - - -	Transportation of stores	20 29½
July 11	Do. do. - - - -	Do. do. -	157 01
1832.			
April 16	Do. do. - - - -	Transp. troops & stores	560 00
May 29	Do. do. - - - -	Transportation of stores	1,039 50
June 15	J. B. Hill, steamboat Otto - - - -	Transportation of troops	2,756 00
1833.			
Jan. 22	Hill & McGunnegle - - - -	Transportation of stores	265 43
July 17	J. B. Hill, steamboat Otto - - - -	Do. do. -	78 31
Nov. 21	S. Shalcross, steamboat Dove - - - -	Do. do. -	454 54
Dec. 4	S. Shalcross, steamboat John Nelson - - - -	Do. do. -	3 30
1835.			
May 25	E. H. Gleim, steamboat Warrior - - - -	Do. do. -	288 00
June 30	Do. do. - - - -	Do. do. -	62 31
June 30	Do. do. - - - -	Do. do. -	10 73
July 28	Do. do. - - - -	Do. do. -	2 00
July 24	H. B. Stillman, steamboat American - - - -	Do. do. -	550 00
Aug. 22	E. H. Gleim, steamboat Warrior - - - -	Do. do. -	23 61
Sept. 21	C. H. Gay, steamboat Warrior - - - -	Do. do. -	106 82
1836.			
March 24	McGunnegle & Way, agents steamboat Adventurer - - - -	Transportation of troops	4,000 00
May 14	Orren Smith, steamboat Missouri Fulton	Transp. troops & stores	1,271 88
May 4	W. A. Steward, steamboat Adventurer - - - -	Transportation of stores	870 24
June 9	P. C. Tellay, steamboat Crusader - - - -	Do. do. -	2,659 49
1837.			
May 4	J. Perrin, steamboat Missouri Fulton - - - -	Do. do. -	39 37
May 6	J. Howard, steamboat Adventurer - - - -	Do. do. -	4 18
May 20	Do. do. - - - -	Do. do. -	87 33
May 29	E. H. Gleim, steamboat Kansas - - - -	Do. do. -	650 00
June 10	Do. do. - - - -	Transp. troops & stores	1,068 29
Sept. 25	Do. do. - - - -	Transportation of stores	140 83
Sept. 6	Do. do. - - - -	Do. do. -	684 50
July 31	J. Sellars, steamboat Prairie. - - - -	Transp. troops & stores	389 30

The court adjourned to meet to-morrow at 10 o'clock.

THURSDAY, FEBRUARY 21, 1839.

The court met pursuant to adjournment.

Present: All the members.

G. K. MCGUNNEGLE, a witness in continuation, says:

With regard to the steamboats mentioned in the question yesterday, I have examined my books, and now answer:

We sold our interest of one-sixth in the steamboat Warrior in December, 1834. We had owned an interest in her until that time.

In 1832 and 1833, we owned one-sixth of the steamboat Otto.

In 1833 we owned one-sixth of the steamboat John Nelson.

In 1833 we owned one-sixth of the steamboat American.

In 1837 we owned three-sevenths of the steamboat Adventurer and barges.

In 1836 (in March and May) we owned seven-sixteenths of the steamboat Adventurer.

In 1837 we owned one-third of the steamboat Kansas.

In 1837 we owned ten thirty-sixths in the steamboat Prairie.

In the other steamboats mentioned in the abstract just read to me, we never owned any interest.

Question by court. Is it to be understood by your last answer, that you were not interested as agents of the boats which have been referred to? If you were the agents, please say what per centage you received as such, or in what way you were compensated as agents.

Answer. We charged from \$10 to \$25 for each trip of each boat for which we were agents—depending on the size and trade. We received no commission; and this charge is made to the boat, whether we procure them any freight or not. The house of Hill & McGunnegle were agents for the Cleopatra in 1829, and the Crusader at one time. In 1829, 1830, and 1831, we were agents for about seven-eighths of the boats that came to this port. There were only one or two commission houses on the river bank, besides ourselves.

In 1830, we were agents for the Galena Packet and Chieftain. In 1831, we were agents for the Niagara and Chieftain. In 1832, we were agents for the Chieftain. In 1833, (I think,) we were agents for the Dove, a transient boat from Pittsburg. In 1835, we were agents for the Warrior, I think. I think we were agents, in 1836, for the Missouri Fulton, but not for the Crusader. And in 1837, we were agents for the Missouri Fulton.

Question by court. Were you or your house interested, directly or indirectly, in the steamboat Chieftain, in November, 1830, when she conveyed troops from Jefferson barracks to the Yazoo river?

Answer. No interest whatever. I have stated that I believe we were the agents.

Question by court. Was the money (\$600) which was paid under the contract by the assistant quartermaster here, carried to Captain Shalcross's credit on the books of your house, or what part of said amount? State all you know about the contract made to convey troops to the Yazoo river; and state whether there was any authority to place on your books, to the credit of Captain Shalcross, money due him on the aforesaid contract. Do you know how said contract was ultimately settled?

Answer. I have no knowledge whatever of the case. I had forgotten that the steamboat Chieftain ever performed such a service. My attention

was called to the subject the other day. I have examined our books, and find nothing about it. I have no recollection of the transaction.

Question by court. Were the amounts charged by you against the United States for storage, on articles belonging to the Indian Department at this place, during the time Major Hitchcock was disbursing agent for that department, always paid to you, and received by you for your own use and benefit?

Answer. We received no money from Major Hitchcock. The money for that storage is in our accounts with Colonel Brant, and may be said to be settled, by money due him from us at that time.

Question by court. Did you, while you furnished storage for the Indian Department at this place, during the period, or any part of it, that Major Hitchcock was disbursing agent, ever authorize Mr. Haverty, Lieutenant Colonel Brant's clerk, to receive said rent, and, instead of bringing it to you when paid, to take it to Lieutenant Colonel Brant?

Answer. I do not recollect of any express authority. Mr. Haverty was aware of the nature of the rents and the accounts on that subject, and of our indebtedness to Colonel Brant, which this storage went towards cancelling.

Question by Colonel Brant. To whom did you dispose of your interest in the steamboat Warrior, in December, 1833, as alluded to in your testimony?

The court decided that this question is irrelevant, and cannot be answered.

Question by Colonel Brant. You have stated the extent of your interest in certain steamboats, at the respective dates mentioned in your answer; please name the other individuals, or firms, who were part owners of those boats at the dates referred to, and the extent of their interest as such.

The court decided that this question is irrelevant, and cannot be answered.

Colonel Brant presented the following letter :

COURT-ROOM, ST. LOUIS, February 21, 1839.

SIR: From the character of the questions addressed by the court to the witness, Mr. George K. McGunnege, on the cross-examination, I have been led to believe that they originated in a design on the part of the prosecutor in this case, who had charged me with being a partner in the firm of Hill & McGunnege; Hill, McGunnege & Way; or McGunnege & Way, to show that an undue preference had been given by me as quartermaster to boats owned by those firms; and thence leave an inference to be drawn that I must have been interested as a partner in one of those firms. The question just addressed by me to the witness, which the court refused me the privilege of having answered, was put for the purpose of showing how many other individuals, besides any members of the abovementioned firms, were concerned in the ownership of those boats.

This, it seems to me, by the rules of evidence, I was entitled to do, as the whole of the testimony elicited from the witness on that subject was new matter, not at all touched upon in the examination in chief. It is a proposition, I imagine, too well established by the law of evidence, that, whenever, on the cross-examination, *new matter* is introduced, the party by whom the witness was first called shall be permitted to put questions to him

growing out of this new matter. Further: I think, if I am not denied what I, with all due deference to the opinion of the court, consider my right; I shall be able to show, by the witness, that the sums of money paid to the different firms above named did not, during a long series of years, equal in amount what has been paid to some other steamboat owners in a single year, and certainly bore but a very small proportion of what has during that period been disbursed on account of transportation by the quartermaster at this place. My reputation as an officer and a man has been assailed with direct and heavy charges; he who preferred them having, as I believe, failed in positive proof, sought to destroy it by heaping together circumstances, from which it was hoped unfavorable inferences might be drawn. I owe it to myself and the service, so far as in my power, to refute those imputations; and now ask of this court to give me the full opportunity of so doing, by allowing me to obtain answers to the questions which I have prepared, and which arise out of the cross-examination.

I remain, &c.

J. B. BRANT,

Lieutenant Colonel United States army.

Lieutenant J. F. LEE,

Recorder and Judge Advocate Court of Inquiry.

The court decided that the foregoing paper be placed on the record; and, in reference to its contents, the court remark, that it is evident Lieutenant Colonel Brant and the court differ materially in the premises from which they have drawn their respective conclusions. Lieutenant Colonel Brant supposes the cross-examination by this court to grow out of a desire to draw a comparison between the Government patronage bestowed by Lieutenant Colonel Brant on the house of which the witness is a partner, and other commercial houses of this place. This is a mistake; no such object is in contemplation; and hence the adverse conclusions to which Lieutenant Colonel Brant and the court arrive, in reference to the relevancy of the questions to which exception has been taken by the court. Lieutenant Colonel Brant is equally in error in supposing that the questions were objected to because of an opinion by the court that they were not in order after the cross-examination by the court. The objection of the court is, simply, that a comparison, such as has been referred to, is totally unnecessary to the investigation of the matter before it, and would inevitably lead to a collateral investigation, which would rather tend to confuse the case than throw light upon it.

Question by Colonel Brant. Please look at this voucher, and state any fact or circumstance brought to your mind by a reference to the same.

[NOTE.—The voucher and contract made with S. Shalcross, in 1830, alluded to in one of the allegations, and already recorded, was shown to the witness with this question. See page 144.]

Answer. I never saw any of these papers before, either the account or the contract. I know nothing about them.

The court adjourned to meet to-morrow at 10 o'clock.

FRIDAY, FEBRUARY 22, 1839.

The court met pursuant to adjournment.

Present: All the members.

J. SPALDING, Esq., duly sworn as a witness on the part of Colonel Brant, answers :

Question by Colonel Brant. How long have you resided in this city? and what is your profession?

Answer. Between eighteen and nineteen years; by profession a lawyer.

Question by Colonel Brant. Were you personally acquainted with William Hill, deceased, late a partner in the firms of Hill & McGunnege, and Hill, McGunnege, & Way? If so, how long had you known him? Were you acquainted with his pecuniary situation? what was it, and what means had you of knowing it?

Answer. I was well acquainted with William Hill. I knew him from the time he first came here until his death. I knew his circumstances, having had much to do with him professionally; principally upon retainers against him upon claims that followed him from abroad here. He came here broken in fortune and insolvent. And his circumstances were such for a long time after he came here, that I deemed it advisable to compromise, for small amounts, the claims I received against him. I think I sometimes compromised at one-third. I know he was sued by others for large sums in litigation.

Question by Colonel Brant. From your knowledge of the pecuniary circumstances of William Hill, could he have retained real estate, situate in this city, publicly, in his own name, without its being subject to seizure on legal process?

Answer. He could not. If real property had been perceived here to be in his name, it would have invited suits.

Question by Colonel Brant. Look at this paper, and state whether your name is affixed thereto as a witness; whether it was executed in your presence; and, so far as you have any knowledge of it, the nature of the transaction.

Answer. This paper was executed in my presence by G. K. McGunnege and William Hill; or, they acknowledged in my presence the execution of it, and I signed my name to it as a witness. The whole of the instrument was drawn in my handwriting, and at the request of William Hill and G. K. McGunnege. All that I know of it is, that they requested me to draw it, and gave me the information necessary to draw it; and, as far as I know, it is what it purports to be. They did not represent or hint that any person was interested in the firm, except those persons represented as interested on the face of the instrument, viz: the two Hills, McGunnege, and Way.

The following deed, the subject of this answer and question, was ordered to be recorded. Original returned.

This deed, made this 17th day of October, in the year of our Lord 1835, between William Hill and James B. Hill, of St. Louis, of the one part, and George K. McGunnege, of the same place, of the second part, witnesses :

That whereas the said parties have agreed to the withdrawal of said William Hill from the commercial firm of Hill, McGunnege, & Way, of St. Louis; and, preparatory thereto, the said William, with the consent of James B. Hill, hath sold to the said McGunnege all his interest as well in the effects of the late firm of Hill & McGunnege, as of the firm of Hill, McGunnege, & Way, and also certain property belonging to William Hill individually, for the considerations hereinafter specified, Now, therefore, to carry

said agreement and sale into effect, the said William Hill and the said James B. Hill, to whom belongs a portion of the interest of said William Hill in the abovementioned concerns, do hereby, for the considerations herein stated, grant, sell, assign, convey, transfer, and set over to George K. McGunnege all debts, demands, dues, claims, bonds, mortgages, bills, book-accounts, judgments, and choses in action whatsoever, belonging to said firm of Hill & McGunnege, or to the firm of Hill, McGunnege, & Way, or which shall belong to either of said firms, whether the same be in suit or not, or in whosoever name the same may be, and whether due or to become due, and wheresoever situate: also, all the goods, wares, and merchandise, and chattels, books, papers, titles, and evidence of title and of debt, belonging to said firms, or either of them, or in which either of said firms is interested: also, all the right, interest, and property of said William and James B., or either of them, of, in, and to the steamboats Chester, Adventurer, *American*, and a new boat now building at Pittsburg, their tackle, apparel, and furniture, and appurtenances: also, all their, and either of their, interest in thirty shares of stock in the Missouri Insurance Company of St. Louis, which stock belonged to the late firm of Hill & McGunnege, and in three shares of stock in the new market-house at St. Louis, the individual property of William Hill; also, all their, and interest of either of them, in a suit and claim in chancery, commenced in the name of Mary Holmes, in the St. Louis circuit court, against John Mullanphy and others, and still pending there; also, all the right, title, interest, and estate of said William Hill and James B. Hill, or either of them, of, in, and to the following described lands, lots, and real estate, namely: A lot of ground in the city of St. Louis, in Missouri, lying at the corner of Church and Laurel streets, the legal title whereof is in Joshua B. Brant; also, a lot of ground situate in the town of Naples, and county of Morgan, and State of Illinois, containing 80 feet in front, westwardly, by 160 feet deep, bounded west by Water street, and on the south by a cross street, being lot No. 6, in block No. 20; also, a lot of ground lying in the town of Columbus, and county of Morgan aforesaid, known in the plat of said town as lot No. 199, containing 80 feet front, westwardly, by 160 feet deep; also, two lots of ground, lying in Quincy, acquired by Hill & McGunnege from one Peter Hines; also, certain lands and lots lying in and near Beardstown, in Morgan county, Illinois, which are particularly described in a mortgage executed by Hill & McGunnege to Ralph Qlmstead, dated 20th day of March, in this same year: To have and to hold the said debts, claims, demands, mortgages, notes, bills, book-accounts, goods, chattels, wares and merchandise, steamboats, stocks, lands, and lots of ground, and all rights and privileges thereto belonging, unto him, said George K. McGunnege, his heirs, executors, administrators, and assigns, forever. And the said William and James B., or either of them, as the case may require, shall execute proper conveyances of said land and lots, and assignments of said stock. And it is hereby agreed and understood between the parties hereto, that all demands against William Hill, in favor of the two firms aforesaid, appearing on the books of said concerns, are hereby cancelled and released, and the amount thereof is in part consideration of the foregoing conveyance and transfer; and the said George K. McGunnege will, moreover, execute to said Hill, or such person or persons as he may designate, his promissory notes, of even date herewith, each for the sum of \$3,750, as follows: one payable on the 1st of March next, one payable at 8 months, one payable at 12 months, and one payable at 16

months—the four amounting to the sum of \$15,000! And the said McGunnege doth hereby covenant to and with the said William Hill, that he, his heirs, executors, or administrators, shall settle, pay, and discharge all debts and liabilities of the firms of Hill & McGunnege, and of Hill, McGunnege, and Way, so that the said William Hill shall never be molested or endangered by the same; and that he, the said George, doth and will forever indemnify and save harmless the said William Hill against all debts, demands, and liabilities of either of said firms.

In testimony whereof, the said parties have hereto set their hands and seals, the day and year first above written.

WILLIAM HILL, [L. S.]
JAMES B. HILL, [L. S.]
G. K. MCGUNNEGE, [L. S.]

Signed, sealed, and delivered in presence of—

J. SPALDING, as to Wm. Hill and G. K. McGunnege.

Witness signature of J. B. Hill—

DANIEL FINCH.

[The word "American" interlined before execution.]

WILLIAM HILL,
JAMES B. HILL,
G. K. MCGUNNEGE.

Received, October 17, 1835, of George K. McGunnege, his notes for fifteen thousand dollars, in favor of James B. Hill, payable at times and in the manner specified in the foregoing agreement.

WILLIAM HILL,
JAMES B. HILL.

Question by court. Do you know any of the pecuniary relations existing between William Hill, deceased, and the late firm, of Hill & McGunnege, or of any interest of his in said firm? If the circumstances of Hill were such as you have stated, will you state whether his interest in said firm was secured or sustained under the cloak of any other person's name, at any time during his connexion with said firm, in reference to property of any description whatever.

Answer. I know William Hill was a partner in said firm. The amount of his interest there I knew nothing about till I drew that paper. He was insolvent when he entered the firm; but entered it without capital, on account of his knowledge of the business of these rivers. I know nothing of the residue of the question.

Mr. A. B. CHAMBERS, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Are you the editor of the "Missouri Republican," a newspaper published in this city? If so, how long have you acted in that capacity?

Answer. Since July, 1837, I have been the only editor.

Question by Colonel Brant. Look at this paper, headed "Will party save him?" and state whether N. J. Eaton, Major Hitchcock, or Captain Crosman, was the author thereof, or furnished facts or materials out of which that article was prepared and written.

Answer. Neither of them wrote it; I wrote it. Some of the facts, such as that charges had been sent to the War Department, I may have heard from Mr. Eaton. I may possibly have heard Captain Crosman, on one occasion, say a few words about it. Neither of the gentlemen named was at all privy to the publication of the article, nor had they any thing to do with it; nor can I state that I learned any one fact especially from Mr. Eaton. The matter was a subject of frequent and general conversation between people in the reading-room. When that piece was published, Capt. Crosman called and complained of it, saying that it would be attributed to him, and do him injustice at the War Department. I told him that I would declare in my paper that he had no agency in it. I had a casual conversation with Captain Crosman, (not in reference to this subject,) in which he said, when I invited him to go somewhere with me, that he was busy—that he was taking testimony, or looking for a witness.

Question by Colonel Brant. State whether you had any conversation with Captain Crosman prior to the publication of "Will party save him?" on the subject of allegations made, or to be made, by him against Lieutenant Colonel Brant; if so, state, as far you can recollect, the remarks of Captain Crosman in relation thereto.

The court decided that this question cannot be answered; that it is in violation of the rule adopted 19th January, that questions inquiring into the malice of a witness must "tend directly to that point."

The evidence being such as to make it unnecessary for the court to consider the contents of the newspaper publication, "Will party save him?" it is not recorded nor appended to these proceedings.

Question by Colonel Brant. State whether, to your knowledge, Captain Crosman was personally hostile to Lieutenant Colonel Brant.

Answer. I do not know.

The examination of this witness being concluded, Colonel Brant stated, in reply to an inquiry of the court, that there were no further witnesses whom he wished examined by the court, except the witnesses summoned from Florida. The court inquired whether those witnesses were merely expected to give evidence similar to that already given by Captain Turner and Mr. William Gilpin; to which Colonel Brant submitted the following reply:

COURT-ROOM, February 22, 1839.

SIR: I consider, and now state, as I have already stated, that both Captain Bullock and Captain Alexander, particularly the former, are material witnesses on the defence.

I remain, &c., &c., &c.,

J. B. BRANT,

Lieutenant Colonel United States Army.

Lieut. J. F. LEE,

Recorder and Judge Advocate of Court of Inquiry.

The court decided that the witnesses alluded to in Colonel Brant's note having been summoned on the 6th December last, and a full and reasonable time having already been allowed them to appear before the court, the court does not feel justified in waiting for their arrival longer than the 1st March next; and should they not be present by that time, the court will not wait for them longer.

The court adjourned to meet to-morrow at 10 o'clock.

SATURDAY, FEBRUARY 23, 1839.

The court met pursuant to adjournment.

Present: All the members.

JOHN DARNEILLE, a witness, again called into court:

Question by court. On what account did you receive the sums of \$100 and \$370, upon the two checks drawn upon W. C. Anderson, in your favor, by J. B. Brant, quartermaster, on the 21st of June, 1837?

Colonel Brant presented the following letter:

COURT-ROOM, February 23, 1839.

SIR: I object to the re-introduction of John Darneille for the purpose of answering the question now proposed to be put to him.

I object, because said Darneille has been already produced and examined as a witness against me, by me cross-examined, his testimony carefully read over to him, and his assent given to the correctness with which it had been taken down by the recorder.

From the character of the question, I presume he is again brought forward to do, or attempt to do, away the discrepancy apparent between his positive swearing and the inevitable conclusions arising from certain facts established on the part of the defence. On his cross-examination Darneille stated, that, on the day of the date of a voucher signed by him, (21st of June, 1837,) he did not recollect having any transactions with Lieutenant Colonel Brant other than receiving payments for the horses mentioned therein; and that he only received, on account thereof, not exceeding \$300, and perhaps not more than \$200. I refer to his testimony on this head, however. He was particularly questioned by me, so that there might be scarcely any room for him to commit a mistake. I showed afterwards, by checks dated 21st of June, 1837, drawn by me on the bank in his favor, endorsed by him, and paid to him, that in place of \$200 or \$300, he had been paid \$470: a sum which, if added to the note of Walker, and the cash which he acknowledged as having been previously placed in his hands, would amount to the aggregate of the voucher.

Now, more than two months after he has been examined and discharged, it is wished to afford him an opportunity of doing away the effect of this contradiction. I solemnly protest against such a course, as being altogether illegal—I might say, as I believe it to be, unprecedented.

Certainly, Mr. Darneille, even in the first instance, came before this court under circumstances not very favorable to his credit, viz: to contradict the truth of a paper to which his signature, acknowledged by him to be genuine, was affixed. He was proved to be personally hostile to me, and I think the record of this court shows it: but, apart from all this, I am prepared to show that Mr. Darneille never thought of again coming forward until he heard from the prosecutor in this case that his testimony had been contradicted. Then, and then only, when he learns his statements, and circumstances, which cannot lie, conflict, he is to be placed upon the stand to salve over his wounded credit as a man of veracity. This is not a case of explanation; and, so far as in me lies, I shall endeavor to prevent what I consider an injustice to myself, and a violation of the rules of evidence.

I remain, &c.,

J. B. BRANT,

Lieutenant Colonel U. S. Army.

Lieut. J. F. LEE, Recorder Court of Inquiry, St. Louis.

The court decided that, "in reference to the great object for which it was instituted, the court believes not only that it has an undoubted right to recall a witness to testify further on any point not sufficiently clear for a correct understanding of it, but that, in this instance, the court would fail in its duty if it did not re-examine the witness upon the matter involved in the question just put to him.

"The question is not put with a view to reconcile any *contradiction* in the testimony of the witness. No such *contradiction* exists; nor is the witness *contradicted* by any other evidence. If a *discrepancy*, such as Lieutenant Colonel Brant supposes, does exist between 'his positive swearing and the inevitable conclusions arising from certain facts established on the part of the defence,' it is the very best reason why the court should further examine him, with a view to see that those alleged 'inevitable conclusions' do not proceed from false premises. The facts of the case are simply these: John Darneille, when under examination, in speaking of a pecuniary settlement he had had with Lieutenant Colonel Brant on the 21st of June, 1837, in reply to a question of Colonel Brant, stated, '*I do not recollect* to have had any other transactions' (meaning with Colonel Brant) on that day. Subsequently Lieutenant Colonel Brant introduced testimony to show that Darneille had received, on the 21st of June, two checks from him on the Commercial Agency of the Bank of Cincinnati, but on what account is nowhere shown; and thence Colonel Brant may suppose the conclusion follows, either that these two checks proved other transactions than the witness testified to, or, if they had reference to the one transaction above referred to, then that the witness had received more money than he stated he had, on account of said transaction. Now, in all this there is no contradiction. The witness merely stated that he did '*not recollect* to have had any other transaction' on that day (21st of June, 1837.) But there is, the court conceives, an obscurity in the matter, created by his testimony, and the subsequent production of the checks, which makes it important that more light should be introduced. And if the court had any doubt (which it has not) as to its right to recall a witness, it has no hesitation in declaring that no forms would prevent it from sifting the matter now under consideration. It is all-important to ascertain whether these checks were paid on one account, or on various accounts. The subject cannot be understood without such inquiry, and it accordingly must be made.

"Further: Colonel Brant states now another objection to the witness, (John Darneille,) viz: that he 'was, in the first instance, called before this court under circumstances not very favorable to his credit, viz: to contradict the truth of a paper to which his signature, acknowledged by him to be genuine, was affixed.' The facts are, that the paper referred to is a voucher of money, paid on public account, to the witness; and the witness has testified that he signed the receipt to said voucher *in blank*, and that it is not truly filled up with the amount of money paid to him. The court cannot perceive that a witness is incompetent to contradict a statement which he swears has been written incorrectly, and without his consent, over his signature, given for another purpose, and to assert a different statement."

Colonel Brant was here called on by the court to produce the two original checks in his possession, (alluded to in the last question,) which had been produced by him in evidence on the 4th instant, and, after being re-

corded, (at pages 244, 245,) were returned to him, as in the case of other original papers. It was necessary to show these checks to the witness, to enable him to identify them, and the transaction to which they referred. Colonel Brant refused to produce these original checks. The witness was then shown the authenticated copies of these checks, (recorded as above,) and answered as follows :

Answer. I think the check for \$100 was given me on the settlement of the business mentioned in my former testimony, with regard to the horses brought by me from Franklin county, Missouri. The check for \$370 was given me by Colonel Brant ; \$70 of it I paid to Mr. Jacob Swigert, as I before stated, on account of the swap between the mule and the horse ; the remainder (\$300) was advanced by Colonel Brant to me to go and purchase horses, which I afterwards delivered to him ; and I gave him my receipt for the amount, which, I presume, he recollects very well. These horses are the same which are mentioned in the voucher already recorded, dated (I believe) the 26th or 27th of June, 1837. I purchased them in Illinois ; they were five in number, (I think,) and I delivered them to Colonel Brant.

I wish to state to the court an explanation of my previous testimony. If I recollect right, I was asked if I had any other transactions with Colonel Brant on the 21st of June, 1837, other than what referred to the settlement of the account for the horses brought by me from Franklin county, Missouri ; and, if I recollect right, (and I think I do,) I answered that I did not recollect any other transaction. I did not recollect that the money for the purchase of horses in Illinois was advanced me on that day ; and I am not certain, now, as to the precise date or time ; but I am positive that this check for \$370 can refer to nothing else. I did receive, and could have received, the money from him on no other account.

Question by court. How was the balance due you on the settlement of the account for the horses brought from Franklin county paid to you ? Was it all paid and included in the check for \$100 ?

Answer. As I stated in my former testimony, I do not know how much I received. All I received was the fifty dollars for my compensation in going up there, and the amount advanced by me for the purchase of the horses. I have forgotten how much I advanced. It is possible, and probable, that check does include nearly all I received on that account. I have stated that it might not have exceeded two hundred dollars ; I think it may not have been more than one hundred and fifty dollars. I do not remember to have received any other money except from a check.

Question by Colonel Brant. Were you told that there was a contradiction between your previous testimony, and the evidence given before this court afterwards on the part of Lieutenant Colonel Brant ? If so, state by whom.

Answer. I was told by Mr. Clarke, formerly of the Commercial Agency, that he had been before this court ; and, in answer to my inquiry as to what he had testified about, he mentioned that it was to identify checks paid me. I then inquired of Captain Crosman : he informed me about the check for \$370 paid to me, and produced here as evidence ; it was inferred that that money was paid me for the horses brought from Franklin county.

Question by Colonel Brant. State whether you first spoke to Captain Crosman, or he to you, as to your previous testimony, and that on the part of the defence.

Answer. It is possible Captain Crosman first spoke to me, inquiring about the checks, and asked if I recollected about them. He did not speak of my previous testimony. I asked him how that subject of the checks had been introduced.

Question by Colonel Brant. State whether, after the 21st June, 1837, you ever received from Lieutenant Colonel Brant, either on public or private account, for the purchase or sale of horses, any other sum of money than the difference between the \$300 advanced to you on the amount of the horses specified in the voucher of the 26th of June, 1837?

Answer. I may have sold him a horse or two. I think I sold him a black horse, and afterwards I received, (I think,) in September or October, 1837, some compensation for horses I sold for him, on account of the United States, at auction. I might have had some other small transactions; they could not have been large.

Question by Colonel Brant. You state that, after 26th June, you sold Lieutenant Colonel Brant a horse or two—perhaps one—a black horse. What was the price of that horse, when did you sell him, and in what were you paid for him?

Answer. I have forgotten the exact price; to the best of my recollection, the price was \$120. I think it was after the 26th June; that is, after the transaction referred to in this duplicate for the five horses brought from Illinois. I think that black horse was the last horse I sold him; though I may have sold him another. I do not remember now, exactly, how I was paid; that is, in what kind of money. I suppose it was money, since I was satisfied; that is, I was not paid in property.

Question by Colonel Brant. State whether, in the year 1837, you ever recollect selling Lieutenant Colonel Brant, for the public service, a single horse at a time, except once?

Answer. I do not recollect whether I did or not; I might, or might not. If any distinct circumstance is brought to my mind, it will enable me to answer the question more distinctly.

Question by Colonel Brant. Look at this check, and say whether it was not given you in payment for the black horse spoken of; and if not in payment of that horse, on what account it was paid.

NOTE.—The following is a copy of the check referred to:

W. C. ANDERSON, Esq.,

Pay J. Darneille one hundred and ten dollars.

J. B. BRANT,
Quartermaster.

\$110.

JUNE 13, 1837.

Eldorsed: J. DARNEILLE.

Answer. The amount of this check I must have received; it is made payable to my order, and that is my signature on the back. I do not recollect that I sold but one single horse to Colonel Brant; that, I think, was after the 26th June, and I think the price was \$120. I do not know on what account this check was paid me. I received money from Colonel Brant to buy horses; and I always accounted to him for such money in the delivery of the horses.

The witness stated, "I desire to see the duplicate which I signed for three horses sold to Colonel Brant, I think about the 13th June, the date of this check." The voucher recorded at page 40, for three horses, at \$110, \$110,

and \$120, and dated 13th June, 1837, was shown to the witness, who further stated, "I think this check must be for one of the horses stated in that voucher."

Question by Colonel Brant. How does it happen that you now recollect having received, on the 21st June, 1837, or thereabouts, \$300 of an advance with which to purchase horses in Illinois, and that you did not state the fact on your previous examination?

Answer. I do not recollect that I was asked in what way I received the pay for the five horses in the voucher of the 26th June—whether any of it was in advance or not. It was called to my mind by ascertaining that this check for \$370 (or the \$300 of it) was introduced as received by me for the horses brought from Franklin county.

Question by Colonel Brant. Look at this check, drawn in your favor; and state on what account you received it from Lieutenant Colonel Brant?

The following is a copy of the check referred to in this question, which was drawn upon a printed form. The words underscored in this copy were, in the original, written with a pen; the rest was in print.

No. 73.

ST. LOUIS, June 21, 1837.

Agent of the Commercial Bank of Cincinnati—at St. Louis, pay to *John Darneille*, or bearer, *two hundred and six dollars and seventy cents.*

\$206 70.

J. B. BRANT, Q.M.

Answer. I may have received it. I do not recollect on what account I received it; and I do not recollect that I received it at all.

After the answer had been given, the court examined the check, and decided that the question is in an improper form; inasmuch as it assumes what is not proved, and what does not appear, viz: that Darneille received the amount of this check, which is made payable to bearer, and is not endorsed by the receiver.

Question by court. Had you been shown the two checks drawn in your favor by Lieutenant Colonel Brant, on the 21st June, 1837, (the one for \$100, and the other for \$370,) could you have immediately explained what those checks were for?

Answer. I could have explained it as I have done. The check for \$370 I found, on reference to some memoranda, was for the purpose I have stated; and the \$100, I presume, was on account, as also stated. When I saw those checks first, I did not remember about them precisely. I saw the checks previously in Mr. Lee's office.

Question by Colonel Brant. Who invited you to Lieutenant Lee's office to see those checks?

Answer. I invited myself. Captain Crosman told me they were there. I went and asked to see them.

Question by Colonel Brant. Was the record of this court shown to you at the office of Mr. Lee—that part of it relating to those checks? If so, by whom?

Answer. There was no record shown to me; the original checks were handed to me, when I asked to see them; and I stated that that was my signature on the back of the checks.

The following letter was presented by Colonel Brant previous to the witness's answer to the first question this day, but was not considered by the court until the examination was concluded:

COURT-ROOM, ST. LOUIS, *February 23, 1839.*

SIR : I beg leave to inform the court that, in consequence of the reintroduction of John Darneille as a witness, it becomes absolutely necessary for my defence to have the testimony of Oliver Dubois and Samuel Gracy.

I shall, also, have to require the presence of Captain George H. Crosman, by whom I shall be able to establish that he made John Darneille acquainted with that portion of the evidence on the part of the defence which was antagonist to the testimony of him, (Darneille.) The court, I presume, will at once perceive the importance of the fact which I expect to establish by Captain Crosman, and how far it will have the effect of neutralizing the additional testimony about to be given by Darneille, as going to show that the additional testimony was not explanatory of any thing which had been said by him, but to do away the effect of that which had been given on the defence, and to prop up the credit of Darneille. It is most material for me to show that it was not until after Darneille had learned from a person who was present and heard the facts proved, which conflicted with his previous testimony, that he conceived the idea of his having been mistaken.

I remain, &c.

J. B. BRANT,

Lieutenant Colonel United States army.

Lieutenant J. F. LEE,

Recorder and Judge Advocate Court of Inquiry.

Owing to the late period of the session of the court, and the distance of the individuals named in Colonel Brant's letter, the court deemed it proper to call on Colonel Brant to state the points upon which he desired to take the testimony of Dubois and Gracy ; whereupon the court were referred by him to written statements of those individuals, sent by Colonel Brant to the acting Quartermaster General at Washington before the organization of this court, and subsequently referred to the court. These papers will be found in the appendix, Nos. 56 and 57. The court, having duly considered the contents of these papers, are of opinion that the testimony of Dubois and Gracy, on the points therein contained, is not necessary to Colonel Brant's defence ; and the court, therefore, decline to summon them at this late period. One of them, (Dubois,) residing at New Orleans, was summoned in November or the early part of December last, and ample time has been allowed him to appear before the court. The court consider Captain Crosman's testimony on the points mentioned as entirely unnecessary to Colonel Brant's defence ; for, admitting that Crosman did make the witness (Darneille) acquainted with any testimony taken publicly, in open court, adverse to said Darneille's testimony, it is no more than Darneille had a right to know, in order that he might have an opportunity to explain, or sustain what he had previously said. It seems, however, that Darneille's first information on the point alluded to by Colonel Brant was derived from Mr. Clarke, a witness on the part of Colonel Brant ; and it was in consequence of this that Darneille sought an opportunity to examine the two checks, which were not shown him when first under examination, and which bear no evidence of the account on which they were drawn, but which were subsequently introduced for the purpose of invalidating his testimony.

The court adjourned to meet on Monday, the 25th at 10 o'clock.

MONDAY, FEBRUARY 25, 1839.

The court met pursuant to adjournment.

Present : All the members.

The court informed Colonel Brant that the testimony on record left the court in doubt whether the field used as a pasture for the public horses in 1837 was a meadow which had been actually cultivated in hay, or merely low land suited for meadow. The court had, therefore, determined to seek further information on this point from two or three of the witnesses who had been previously examined in reference to the quality of the pasture, and who were best acquainted with the pasture in question ; leaving it to Colonel Brant to name, on his part, such of the witnesses best acquainted with the pasture, and whom he desires examined on this subject. The court ordered Captain Bissell to be recalled on this point.

The following note was presented by Colonel Brant :

"Lieutenant Colonel Brant requests the reading at this time of any official communication received from Captain G. H. Crosman previous to his leaving this city about four days since, and not heretofore read. Lieutenant Colonel Brant alludes only to such as have reference to the allegations and this new testimony of Darneille and others whom the court intend to call before them."

In answer, the court ordered it to be recorded that "Captain Crosman sent to this court a letter suggesting certain questions to be put to witnesses. This examination, if made, will be in open court. Colonel Brant cannot call beforehand to be informed what questions are intended to be asked of any witness. The court decline the request."

Captain LEWIS BISSELL, again called into court :

Question by court. Was, or was not, the field in which the United States horses were kept on Lieutenant Colonel Brant's plantation in 1837, a cultivated grass meadow ? If yea, how long had it been thus cultivated ? What kind of grass did it produce, and what quantity per acre could have been obtained from it in 1837, if the public animals had not been pastured upon it ?

Answer. It had been in grass but one season. The grass was mostly clover. I suppose it would have produced something less than two tons of clover hay to the acre that year, if it had not been pastured on. There was some timothy on it, but a very small quantity. It had been mowed in 1836, and but that one season after being sown in grass. It was seeded down with oats and clover at the same time. If clover is seeded with oats, it will grow. Timothy, generally, will not grow well if sown with oats—some little of it will grow. It was cultivated, as I stated, in 1835 in oats. I recollect that it had been cultivated in corn before. I do not recollect that it had been cultivated in grass previous to 1836 ; it may have been so, but I think it had not. To give the time exactly, I believe the oats and clover were seeded in 1835 : the crop of oats cut in 1835 ; the clover mowed in 1836 ; in 1837 the horses were pastured on it. I know of no meadow in this State which I think will give two tons of hay to the acre throughout ; particular acres may yield that, and even more.

Question by court. What would have been the probable value per ton in 1837 of hay made of such mixed articles ? would it have commanded as high a price as hay made of timothy alone ?

Answer. It would not. Clover hay never has commanded as high a price in this market as timothy hay. I do not know the difference in value in that year; I had no clover hay for sale. I should suppose clover hay worth one-fourth less than timothy hay. Clover is considered by the farmers in this country hardly worth cultivating for hay. It is sown for pasture for horses and swine. It makes a good pasture.

Question by court. Would a clover-field or meadow, of the kind mentioned on Lieutenant Colonel Brant's plantation, be as much injured by horses running upon it as a timothy meadow would be?

Answer. I think not, because clover has a long taper root; while timothy has a bulbous root, which hardly enters the ground a half inch.

Question by Colonel Brant. Do you recollect whether Mr. Dowler sold hay, cut from the meadow to which you have alluded in your testimony, in the summer of 1835 or 1836? If so, state the quantity of hay.

Answer. I know nothing about his selling hay. I know there were three or four large stacks of hay near the road, in the field; that was, I think, in 1836—the season before the horses were put there. I think there was no hay cut there in 1835. I think the oats were sown and cut that year. In 1835 Colonel Brant may have cut something less than an acre, which was my land enclosed by him, and which I was to exchange with him for a piece of his land, when his should be in grass like mine.

Question by Colonel Brant. Will you state how the meadow-ground of Lieutenant Colonel Brant was prepared in 1835, in order to produce a smooth surface for mowing.

Answer. Ploughed and harrowed, to the best of my recollection. It might have been rolled, but I do not recollect it. It is customary to roll ground when grass is put on it.

Question by Colonel Brant. State the quality of the meadow on the east side of the run from the spring: was it timothy or clover?

Answer. More clover than timothy, to the best of my recollection. I am not positive; but I think it was like the rest of the pasture. All the stacks near the road appeared to me to be clover hay.

Colonel Brant presented the following note:

COURT-ROOM, ST. LOUIS, *February 25, 1839.*

SIR: On Saturday I stated to the court, that, as it had decided upon re-examining John Darneille, it became necessary, on my part, to have the personal attendance of Captain George H. Crosman, and also the testimony of Samuel Gracy and Oliver Dubois. The court, I learn this morning, has resolved that Captain Crosman shall not be recalled, and that it will not wait for the arrival of the other two witnesses above named, who have long since been summoned to appear before it.

The decision of the court, as regards Captain Crosman, cuts me off from showing what I consider as most material in my defence—the *way* in which John Darneille became acquainted with that testimony given in the defence, which I supposed to conflict with his swearing, and the language and manner of Darneille at the time when this communication was made to him. If the decision of this court on the matters now before it were to be final, I admit that there might be no very good reason for again calling up Captain Crosman, inasmuch as the court, by the terms of its decision of Saturday last, very strongly negatived the idea of any discrepancy existing

in, or suspicions attaching to, the testimony originally given by Darneille. But as this is not a tribunal of the last resort—as its decisions and opinions can only become final when approved by higher authority—it is possible that, upon this subject, the reviewing officer may entertain views different from those already expressed by the court. For instance: he might think that though a discrepancy was shown to exist between the original testimony of Darneille and the evidence offered, yet that it was done away by the subsequent statements of Darneille, as they now appear on the record. But, were he fully informed of all the circumstances under which Darneille testified the second time, he might conclude that he was entitled to no more credit upon his second than upon his first examination. By refusing, then, to require the re-attendance of Captain Crosman, the court deprives me of the means of exhibiting to the reviewing officer the whole of the facts attending the re-appearance of John Darneille as a witness before the court, and which, though perhaps they would not change the present impressions of this court, might have great influence on his mind.

If, when Captain Crosman was here, I had been told that John Darneille was to be re-introduced, and for what purpose, I respectfully ask, does this court believe that I would have consented to the discharge of Captain Crosman until he had disclosed all that had transpired between himself and Darneille, when he communicated to the latter the particulars of the evidence given by the defence? But though the re-examination of Darneille, or the intention to ask for his re-examination, must have been determined on prior to the departure of Captain Crosman, no intimation of it was conveyed to me until several days after he had left the city. Here, then, I say, I am taken by surprise, and am denied the means of defence.

I therefore ask of this court, and, if refused, I now make my appeal to the reviewing officer, that the testimony of John Darneille given on the 23d instant shall be stricken from the record, or that Captain Crosman be again brought before the court. If the opinion of the court, that there is nothing in the facts established by me which weakened or destroyed the original testimony of John Darneille, be correct, no injury to the cause of justice can result from adopting that course, and I shall be left without cause of complaint.

I remain, &c.

J. B. BRANT,

Lieutenant Colonel United States army.

Lieutenant J. F. LEE,

Recorder and Judge Advocate Court of Inquiry.

In reference to the argument submitted in the paper just addressed to the court, the court decides that it finds in it no reasons to change its decision of Saturday, as to the propriety of summoning certain witnesses. The object for which Captain Crosman's presence is now required by Lieutenant Colonel Brant, is, to show "the way in which John Darneille became acquainted with that testimony given on the defence," &c. The court thinks it totally unimportant to learn "the way" in which he acquired such knowledge, as the facts to which he has testified can in nowise be affected by it. And here the court will take occasion to remark, (as it may tend, in some measure, to show the premises from which, in part, it draws its conclusions on this point,) that the demand by Lieutenant Colonel Brant for the recall of Captain Crosman evidently proceeds from the assumed position that the

testimony of John Darneille on his first examination had been invalidated by subsequent evidence, and hence that his testimony on his re-examination is open to suspicion—a position the court considers altogether a gratuitous one, as the testimony of John Darneille has been given without exciting the slightest doubt in the mind of the court of its fairness. With this view, the court is not disposed to protract its session in waiting for a witness, who could only be necessary on the ground that John Darneille's evidence is open to suspicion—a view of it which, the court repeats, is altogether fallacious. It is from the opposite views of John Darneille's testimony taken by the court and Lieutenant Colonel Brant, that they draw different conclusions as to the necessity of recalling Captain Crosman, now on his way to the eastward.

The court cannot dismiss this point without advertng to the extraordinary assertion of Lieutenant Colonel Brant, that "though the re-examination of Darneille, or the intention to ask for his re-examination, must have been determined upon prior to the departure of Captain Crosman, no intimation of it was conveyed to me until several days after he had left the city. Here, then, I say, I am taken by surprise, and am denied the means of defence." So far as this remark appertains to the action of the court—that is, to the determination to re-examine Darneille—it is erroneous, as the court not only did not determine, "prior to the departure of Captain Crosman," to re-examine Darneille, but it was actually only on Saturday, (the last day's session,) after mature deliberation, that the court came to such determination, which was at the time signified to Lieutenant Colonel Brant.

The court adjourned to meet to-morrow at 10 o'clock.

TUESDAY, FEBRUARY 26, 1839.

The court met pursuant to adjournment.

Present: All the members.

Captain LEWIS BISSELL, a witness examined yesterday, came into court and said:

I stated yesterday that the whole of that field of Colonel Brant was in clover. I rode by the field yesterday, on my way home, and perceived that a portion of ground on the southeast part of the field, (about three or four acres) was not put in oats and grass, but was seeded in timothy. I had forgotten this part until yesterday, when I was reminded of it by observing the field. As my statement yesterday may be a prejudice to Colonel Brant, I came to-day, in justice to him and myself, to make this explanation.

Question by Colonel Brant. Please state, where timothy and clover are cultivated together, which of the two will be most likely to prevail over the other.

Answer. Clover, certainly, will always prevail over timothy. It always has on my ground. The clover has eaten out the timothy on my ground. I have ground of similar situation and quality as Colonel Brant's field, where timothy and clover were seeded together, and, by the third year, it was almost entirely clover.

WILLIAM MYERS, a witness, again called into court on the part of Colonel Brant:

Question by Colonel Brant. Did you purchase hay cut on the meadow of Lieutenant Colonel Brant, three miles west of St. Louis, in 1836? If so, please state the quality, and about the proportions of timothy and clover.

Answer. I purchased two or three wagon-loads that came into town from Colonel Brant's place. I do not know what field it came off. It was mixed timothy and clover. I suppose in what I got there was one-third clover—I cannot say precisely. It was principally timothy. I do not know how much was in each wagon-load—perhaps somewhere from 1,500 to 1,800 weight. I do not suppose there could have been more than one ton in each load.

Question by Colonel Brant. Did you purchase hay cut on the meadow of Lieutenant Colonel Brant in 1838? If so, state about the portions of clover and timothy, and the quality of the hay in that year.

Answer. I got from 14 to 15 tons at that farm in 1838, when Colonel Brant had a sale there. It was hay stacked in the field where the public horses had been kept in 1837, and in the barn. I was not at home when most of it was hauled. I suppose three or four loads of it were hauled before I left home, most of which was in timothy. I do not know what field this hay was out of; but it is reasonable to suppose it was cut from that field, as I saw no other field on the place from which it could have been cut.

Question by court. What price did you pay for the hay you purchased of Lieutenant Colonel Brant in 1836? and what for that you purchased in 1838?

Answer. I do not remember what I paid in 1836; but I suppose the hay cost me, in 1838, 75 cents per hundred, or over that when I got it here. I bought it by the stack. I cannot say what I gave for the whole quantity. I bought other things at the same time. I bought the hay low, at public auction.

Mr. H. L. CLARKE, a witness, recalled on the part of Colonel Brant:

Question by Colonel Brant. Since your former appearance before this court, have you had any conversation with John Darneille in relation to the testimony you then gave? If so, state the substance of what passed, and where the conversation was held.

Answer. I met him by accident some time since, in the Arcade bath-house. I inquired of him whether the court of inquiry had terminated yet? He said it had not. I then said that I had been giving evidence there some few days previously. He asked me what about? I said, in reference to some checks. He said, "Oh yes, those checks of Colonel Brant, that had been paid me in the Commercial Agency." I said, so little did I know of the circumstance, as not to be aware of the object of my evidence. He said he knew the object, and would go before the court and defeat it: that is, as near as I recollect, the conversation. He entered into a lengthened explanation as to the objects of the checks, the substance of which I do not recollect.

Question by Colonel Brant. Look at this check on Wm. C. Anderson; state whether he was the agent of the Commercial Bank of Cincinnati at this place at the date of it; whether you believe that check to have been paid, and to whom; also, your reason for such belief.

The following is a copy of the check shown the witness with the above question:

W. C. ANDERSON :

Please pay John Darneille, or his order, two hundred and six dollars and sixty cents.

\$206 60.

J. B. BRANT, *Quartermaster*.

JUNE 27, 1837.

Endorsed : JOHN DARNEILLE.

Answer. It was paid at the Agency, I am convinced. As to the date of payment I do not know, without referring to the books, which are gone to Cincinnati. It is endorsed, as I believe, by John Darneille. I know his signature.

Question by Colonel Brant. Look at this check, and state whether you know any thing in relation to it ; whether it bears evidence on its face of having been paid or cancelled by the bank.

The following is a copy of the check shown to the witness with the foregoing question :

No. 73.

ST. LOUIS, *June 21, 1837.*

Agent of the Commercial Bank of Cincinnati at St. Louis : Pay to John Darneille, or bearer, two hundred and six dollars and seventy cents.

\$206 70.

J. B. BRANT, *Quartermaster*.

Answer. This check has been paid, incontestibly. It was paid by the Bank of Missouri by mistake. I do not know to whom it was paid.

Question by Colonel Brant. Are you now a clerk in the Bank of Missouri ? If so, look at this check, dated July 7, 1837, for \$120 ; and state whether it was paid in that bank or in the Commercial Agency, and whether there is a particular mark designating by which of the two institutions it was paid.

The following is a copy of the check shown to the witness, drawn upon a printed form. The words which are underscored in this copy are written with a pen in the original ; the rest of it is printed :

No. 114.

ST. LOUIS, *July 7, 1837.*

Agent of the Commercial Bank of Cincinnati at St. Louis : Pay to *John Darneille*, or bearer, *one hundred and twenty* dollars.

\$120.

J. B. BRANT, *Quartermaster*.

Answer. This check I believe to have been paid at the Commercial Agency, from the marks of the file and the cancelling hammer, which are peculiar. I recollect nothing about it, except from the face of it. The file mark is a round hole like an awl.

Question by court. Had Mr. Darneille spoken to you on the subject first mentioned by you to day in your testimony, or you to him, at any time previous to your meeting at the Arcade bath-house ? How many days after you testified before this court was it that you conversed with Darneille ?

Answer. I cannot say how many days it was ; it was a few days—whether more or less than a week I do not remember. I do not recollect whether we had spoken together on this subject previous to the time of the conversation already detailed in my testimony of this morning ; I believe not.

Question by court. What are your evidences that the check you have spoken of, dated June 21, 1837, for \$206 70, made payable to John Dar-

neille, or bearer, was paid? and how do you know it was paid by the Bank of Missouri, and by mistake?

Answer. I know it was paid, by the books of the Bank of Missouri. The books only show the drawer's name, and not to whom paid. I say it was paid at the Bank of Missouri by mistake, because it was drawn on another institution. The banks here will not pay a check drawn on another bank of this city: such has been the rule here.

Question by court. Do you know that John Darneille ever received the amount of that check for \$206 70 in payment for horses sold to Lieutenant Colonel Brant? If so, what horses were they?

Answer. I know nothing about it. I do not know that he ever received the amount of the check. I do not know the object for which the check was intended.

Question by court. Do you know whether John Darneille ever received the amount of the check for \$120, drawn in favor of himself or bearer, on the agent of the Commercial Bank of Cincinnati, by J. B. Brant, quartermaster, and dated St. Louis, July 7, 1837; or for what account it was drawn?

Answer. I know nothing positively of what you ask me. I believe, from the fact that the check is drawn in the name of John Darneille, that he must have had value received. I can give a pretty good guess as to the object of it. It is only presumption on my part. Presuming from the amount of the check, and the character and relative positions of the two individuals at the time, I think the check is for horses.

Question by court. Is the fact of a check being drawn in the name of any individual, and payable to "bearer," any evidence in bank that the amount was paid to that individual, without his name being endorsed thereon? or is it evidence in bank that such a check was intended for the person in whose name the blank in the check is filled, unless drawn to his order?

Answer. It is no positive evidence to the bank that it has been paid to the individual whose name is filled up in the body of the check, unless made payable to his order; nor is it any evidence to the bank that the check was intended for such individual, unless so drawn to order.

Question by Colonel Brant. Please state how long you have been employed as clerk in a bank; and from the knowledge you have acquired of the manner in which persons having funds in bank are in the habit of checking, is it usual for a person checking to insert the name of any one in full, in a check payable to him or bearer, except the name of the individual to whom it was originally given as a payment?

Answer. I have been a clerk in a bank about four years; and to the question I answer, it is unusual, as far as my knowledge extends.

The president of the court here said to Colonel Brant: "The court direct me to say to you, that as John Darneille can best explain those checks, which were not shown to him on his cross-examination, the court will call him again; of which you are now apprized."

NATHANIEL CHILDS, a witness on the part of Colonel Brant, duly sworn, says:

Question by Colonel Brant. Look at this check bearing date 21st June, 1837, in favor of John Darneille or bearer, for the sum of \$206 70; and say whether you believe the amount of said check to have been paid, and to whom? (This check is recorded, page 311.)

Answer. I think it was paid to Darneille. I recollect the circumstance, from the fact that the check is addressed to the Commercial Bank. I was paying teller of the Bank of Missouri, and I had just left the Commercial Bank. I examined the signature of the check, and paid it. Mr. Darneille is associated in my mind with the check. I think it was paid to him.

Question by Colonel Brant. Can you state the date, or nearly the date, at which this check was paid?

Answer. It was paid the 21st of June, 1837.

Question by court. Are you well acquainted with the person of John Darneille? If so, how long have you known him?

Answer. I cannot say how long I have known Mr. Darneille. I knew him shortly after I came to St. Louis, four years ago.

Question by court. Are you sure you paid the amount of that check already shown you, dated 21st June, 1837, for \$206 70, to John Darneille?

Answer. I cannot say positively that I did; he is associated in my mind with the check, and no other person is. To the best of my recollection, I paid it to him at the time it was discovered that the check was drawn on the Commercial Bank. I run back, in my mind, to the payment, and Mr. Darneille is associated in my mind with that fact.

Question by court. You state that Mr. Darneille is associated in your mind with the fact of your having paid the check at the Bank of Missouri by mistake, and that you refer to that circumstance as recalling Mr. Darneille to your mind. Was it Mr. Darneille's name written in the check, which associated him in your mind in connexion with the payment; or do you, from that circumstance, remember Mr. Darneille as the person to whom you paid the amount of it?

Answer. As paying teller, I seldom look at the name written in a check of a printed form, unless the printed word "*bearer*" is stricken out. I cannot swear positively that I paid that check to Darneille. I think I recollect his person in connexion with the payment of this check. I think he must have been present when it was paid.

Question by court. What is your reason for looking at the name in the body of the check when the words "*or bearer*," are erased? Do you look anywhere else for the name?

Answer. Because then the check is payable to the individual only whose name is in the body of the check, and his name must then be endorsed on the back of it.

Question by court. Do you know for what object that check was given Mr. Darneille? Was it on public or private account?

Answer. I do not know. We kept Colonel Brant's account at that time, in the Bank of Missouri, in his individual name. This check has his official signature. If it had been presented at the Commercial Bank, to which it is addressed, it would have been charged to his public account.

A letter of this date was here received from Colonel Brant, and ordered to be placed in the appendix. (See No. 55.)

The court ordered it to be recorded, in reference to this paper, that "it considers it disrespectful, and entirely unwarranted by any circumstance which has transpired during its proceedings, in reference to its affording any knowledge on the part of any witness of what another witness has testified to. Lieutenant Colonel Brant cannot but be aware that this court has uniformly required all persons called as witnesses before it to be without

the hearing of every other witness, while delivering his testimony; and that a room was specially provided for the accommodation of those persons who were in waiting as witnesses, beyond the hearing of what transpired in the court-room. The court cannot but condemn the frequent and gratuitous attacks in Lieutenant Colonel Brant's papers addressed to it, upon a witness, whose veracity remains unimpeached, and is, so far as the court knows, or has a right to believe, unimpeachable."

JOHN DARNEILLE, a witness recalled, answers as follows:

Question by court. Look at these checks, and say on what account you received the amounts therein specified.

[NOTE. The witness was here shown the check dated 7th of July, 1837, for \$120; that dated 27th June, 1837, for \$206 60; and that dated 21st June 1837, for \$206 70; already recorded, page 311.]

Answer. I wish to see the voucher for the five horses brought from Illinois, and sold by the voucher dated 26th June, 1837. (The voucher was here produced.) I think this check for \$206 60, dated 27th June, 1837, is the balance due me over and above the \$300 advanced on account of that voucher. This one for \$120, dated 7th July, 1837, is about the amount of the black horse, which I said, the day I was last in court, that I sold to Colonel Brant some time after the Illinois horses, or some time after the 26th of June, 1837. I said I sold that horse for \$120. I cannot identify this check for \$120, dated as above, because it is not endorsed by me; but if it was received by me, (and I suppose it was,) then I think it must have been in payment for that black horse. As I said before, I have no recollection of this check dated 21st June, 1837, for \$206 70.

Question by court. Did Colonel Brant ever pay your accounts in checks drawn on the Bank of Missouri?

Answer. I do not recollect to have received any on the Bank of Missouri from him, except the one I received some time ago, for my attendance as a witness before this court.

Question by court. Are you sure that the check for \$206 70, made payable to you, "or bearer," and dated the 21st of June, 1837, was not on account of the horses, &c., procured from Walker, or on a settlement of that transaction?

Answer. It may be that I received that check, and it might be on that account. As I stated before, and have always stated, I do not know exactly what was coming to me. If I received the \$100 check on account of the voucher of 21st June, for the stock brought from Franklin county, then I could not also have received this sum of \$206 70 on that account. I could not have received both checks on that account. What was coming to me may be easily calculated. Three horses were paid for in cash, at \$90, \$80, and \$60 or \$65, respectively. Colonel Brant gave me some money when I started, and I advanced some money of my own; my expenses were \$27 50, and my wages were \$50.

Question by court. Did you in June, 1837, present to the Bank of Missouri, and receive pay upon, a check drawn to you, "or bearer," upon the Commercial Agency at this place, by Lieutenant Colonel Brant?

Answer. I do not recollect to have done any thing of the kind.

Question by court. Did you always receive the money for the checks of Lieutenant Colonel Brant, paid you in 1837, at the bank in person; or did

you ever pass any of those checks to any other person, leaving such person to get paid for them at the bank?

Answer. I think I always presented them myself. I have no recollection of passing any draft away. A circumstance of the kind might have occurred.

Question by court. Do you remember to have been paid any money on a check given you by Colonel Brant, by Nathaniel Childs, teller in the Bank of Missouri, in the latter part of June, 1837?

Answer. I do not remember to have been paid any by him at that time, upon the check of Colonel Brant. I sometimes took checks there from other persons.

The court adjourned to meet to-morrow at 10 o'clock.

WEDNESDAY, FEBRUARY 27, 1839.

The court met pursuant to adjournment.

Present: All the members.

JOHN DARNEILLE, a witness in continuation:

Question by court. Do you believe that if all the checks that have been paid to you by Colonel Brant, on public account, were produced and shown to you, you could state or identify those that were given you on account of each of the vouchers dated the 13th, 21st, and 26th of June, 1837, for mules and horses purchased for the United States?

Answer. If the checks were shown me, I would show, as far as my recollection extends, which were paid me on account of each of the vouchers mentioned. I do not know, certainly, that I could show precisely the checks appertaining to each voucher, but I think I could do so very nearly.

As I stated before, I do not recollect any thing about the check of the 21st June, 1837, shown me yesterday, and drawn payable to me, "or bearer," for the sum of \$206 70.

The answer to the last question makes it proper on the part of the court to notify Lieutenant Colonel Brant, and accordingly it does notify him, that as it is evident, from the course of his examination of several witnesses, that the object is, by showing the payment of certain sums by checks of his on the Commercial Agency of the Bank of Cincinnati, to John Darneille, some of which checks are made payable to Darneille, *or bearer*, to afford by the identity of the dates "prima facie" evidence of such checks having been in payment of certain public accounts, the court will now expect him to produce all such checks not already produced, while the present witness (Darneille) is before the court, as he is the best witness to enable the court to determine how far those checks shall be deemed such evidence, by stating, as explicitly as he can, on what account he received the checks.

Colonel Brant stated to the court: "I have no recollection of any other checks than those already produced. I will examine my bank book, and, if there are any more, I will produce them."

Question by Colonel Brant. At the time you were purchasing horses for the quartermaster's department in 1817, how did you keep your accounts? Did you keep books?

Answer. I did not keep regular books; I kept memoranda of some transactions, by entering such as it was thought necessary upon a memorandum

book. My transactions being generally considered as cash, and making short settlements, it was unnecessary to keep books.

Question by Colonel Brant. When you had money advanced to you with which to purchase horses for the quartermaster's department, did you always enter it in your memorandum book?

Answer. I do not think I did at all times; but I have a distinct recollection of having money advanced to me by Colonel Brant, as I have before stated. I distinctly recollect two such instances.

Question by Colonel Brant. How much money did Colonel Brant advance to you with which to purchase horses in Franklin county in 1837?

Answer. I recollect that he advanced me, in gold, certainly \$100. I do not recollect of his having advanced to me, on that occasion, any other money previous to my departure to Franklin county. I had forgotten that this advance was precisely one hundred dollars until recently, though I was always aware he had advanced me money at that time.

Question by Colonel Brant. Did you enter that money, then advanced to you, in your memorandum book?

Answer. I did not, as well as I now recollect.

Question by Colonel Brant. Look at this voucher, dated 13th of June, 1837, and state whether the amount there specified was not paid to you at that date, and before you went to Franklin county.

[NOTE.—The voucher alluded to is recorded at page 40.]

Answer. The amount of this voucher must have been settled before I went to Franklin county, as I do not recollect to have left any thing of the kind unsettled; but whether the whole amount was paid directly to me, or a part to the man from whom I got the horses, who was present at St. Louis at the time, I cannot say. That person is Mr. Bush, of Missouri, who has frequently traded in horses at St. Louis. A part of the amount of this voucher was paid me in gold by Colonel Brant, and I paid that gold over to Mr. Bush. I cannot say how much of it was paid in gold. The two first horses named in the voucher I think I obtained from Mr. Bush, for Colonel Brant, by his direction. The third one I got of Mr. John Cowen, of this city, and sold to Colonel Brant.

Question by Colonel Brant. Was it not paid to you, part cash, and the balance in this check for \$110?

[NOTE.—The check alluded to is recorded at page 303.]

Answer. I think this check for one hundred and ten dollars was paid me, as I have before stated, on account of the last mentioned voucher, dated June 13th, 1837. All the balance might have been paid me in cash, but I do not know that it was. I only know the amount of the voucher was settled.

Question by Colonel Brant. Where did you first see the two checks dated 21st of June, 1837—one for one hundred dollars, and the other for three hundred and seventy dollars, in your favor?

[NOTE.—These checks are recorded at pages 244, 245.]

Answer. I must have first seen them when I first received them. The next time I remember to have seen them was at Lieutenant Lee's office.

Question by Colonel Brant. You stated on Saturday last, the 23d instant, that when you first saw the two checks dated 21st of June, 1837, at the office of Mr. Lee, you did not remember about them precisely. You

also stated that you found, on reference to some memoranda, the check for \$370 was for the purpose you had stated. Did you mean thereby that the memoranda, to which you have referred, refreshed your memory respecting said check or checks; and, also, on what account you had received them, or either of them?

Answer. I did mean to state that, after having seen the checks in Lieutenant Lee's office, I endeavored to call to my recollection the manner in which I had received them, and the purposes for which I had received them; and I did ascertain, from my own reflections on the subject, assisted by a reference to my memorandum book, that the check for \$370 was received for the purpose that I stated before. In reference to the check for \$100, I have nothing more to state than I have before done.

Question by Colonel Brant. Could you have stated for what purpose those checks were given to you, without consulting your memoranda?

Answer. I am of opinion that my recollection was better confirmed after I had referred to my memorandum book. If I had had no memorandum, I should have stated that, according to the best of my recollection, the check for \$370 was given me, in part, (that is, \$300 of it, in advance,) for the purpose of purchasing horses in Illinois for Colonel Brant, as I have before stated.

Question by Colonel Brant. Will you produce those memoranda to the court?

Answer. I will produce it if I can. I gave the book to my child the other day to play with, for I did not think it would ever be of any use to me.

NOTE.—The witness went home to look for the book, but returned and said it could not be found. He stated that, if it were necessary to confirm what he had said in reference to the purpose for which he received \$300 of the \$370 check alluded to, he would suggest to the court to summon William Atkins, who was present during a conversation between himself and Colonel Brant, which would go to show the fact of his having received an advance of \$300 from Colonel Brant for the purchase of the horses brought from Illinois.

Question by Colonel Brant. You stated the other day that you had been told by Mr. Clarke and Captain Crosman respecting certain checks which were shown to you when you were last before this court. Which of those two persons first informed you about those checks having been produced before this court?

Answer. I am not enabled to state certainly, but I think it was Captain Crosman. It was probably on the same day that I conversed with them; or the conversations with them might have been a day or two apart; I cannot now say with certainty. Mr. Clarke requested me not to bring his name in question before the court in reference to the matter, as he did not wish to be thought meddlesome, or words to that effect. It was for this reason that, when first asked who informed me about the checks, I was reluctant to give the name, unless the court considered it necessary.

Question by Colonel Brant. On your last examination, you said Mr. Clarke had mentioned his being a witness before this court. Was the conversation before or after you had seen the checks at the office of Mr. Lee?

Answer. I have forgotten; but I think it was before I saw the checks there.

Question by Colonel Brant. How did the conversation between you and Mr. Clarke arise? Where was it held? Did you state to him that you knew the purpose for which the checks alluded to had been introduced by Lieutenant Colonel Brant, and would defeat it?

Answer. I will answer to the best of my recollection. Mr. Clarke asked me how the court of inquiry was coming on, I think, or something to that amount. I informed him I did not know. He then observed he had been before the court himself. Whether I inquired of him for what purpose, I am unable to say; but he stated that it was in reference to checks he had paid me while he was in the Commercial Agency. I think this was in the Arcade bath-house. I believe it was. I have no recollection that I stated to him that I knew the purpose for which the checks alluded to had been introduced, and that I would defeat it. I might have said something as to my belief as to the manner in which the checks were introduced, but I have forgotten what it was. I made no threats. I might have said that I believed the checks were introduced as an offset for the Walker horses, for I still think so. •

Question by Colonel Brant. State who showed you the checks at Mr. Lee's office; and the conversation held there in relation to them; and whether you were told that they would have any bearing on your testimony.

Answer. I think the checks were handed to me by Mr. Lee. I inquired for them, and he handed them to me. I think Captain Crosman asked me if I had received the amount of the checks, and I told him I had; that my name was on the back of them. Captain Crosman might also have asked me if I recollected for what I received them. I have no recollection of being told that they would have any bearing on my testimony. I was in the office but a few minutes.

Question by Colonel Brant. Did Captain Crosman at any time tell you that those checks would have any bearing on your testimony?

Answer. I do not think he ever did directly say those words. He might have stated to me that they had been introduced as in payment for the Walker horses; but I do not know that he stated it in those words. I inferred so from what he said.

The court ordered the following to be recorded:

"A question was here proposed by Lieutenant Colonel Brant, for the purpose of ascertaining the witness's sense of obligation under an oath administered by the judge advocate and recorder of this court, as contradistinguished from one administered by a justice of the peace, or other civil magistrate. The court decided that the question was irrelevant, and, under the circumstances, uncalled for. It is true, in one instance, such a question was put by the court; but it was done because the character of that witness's testimony, and his manner of delivering it, seemed to call for it; and more especially under the circumstances, that Lieutenant Colonel Brant and his counsel, about the period of the organization of this court, openly expressed the opinion, in the presence of some of its members, that this court possessed no legal authority to administer an oath to a witness, and that it would not be perjury for a witness to swear falsely before it. The court therefore chose and felt it its duty to know if that witness held such opinions.

"The court decline to place the question upon the record."

The court adjourned to meet to-morrow, at 10 o'clock.

THURSDAY, FEBRUARY 23, 1839.

The court met pursuant to adjournment.

Present: All the members.

Captain E. D. BULLOCK, 2d regiment United States dragoons, a witness on the part of Lieutenant Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Were you an officer in the 2d regiment of dragoons in 1837? If so, where stationed, and what the nature of the duties assigned you?

Answer. I was, and part of the time stationed at Jefferson barracks as assistant commissary, and acting assistant quartermaster.

Question by Colonel Brant. Did you, as acting assistant quartermaster for the 2d regiment of dragoons, receive public horses from Major (now Lieutenant Colonel) Brant, during the summer and fall of that year? and if so, what was their general condition and fitness for service?

Answer. I received, during the summer and fall of that year, the horses furnished by Major Brant for the dragoon service, and also draught horses for the quartermaster's department. As far as I could judge, I did deem them fit for service at the time I received them. Their general condition was good.

Question by Colonel Brant. Did you accompany that regiment on the march to Florida in the fall of that year? and if so, in what capacity?

Answer. I accompanied that portion of the regiment which went to Florida from Jefferson barracks, in the capacity before mentioned; that is, as assistant commissary, and acting assistant quartermaster.

Question by Colonel Brant. Do you recollect the length of time the dragoon horses remained at Jefferson barracks after being received from Lieutenant Colonel Brant? Did they appear to improve or to fall off by their stay there?

Answer. I believe it was about the 3d or 4th of July that I was ordered to St. Louis to receive horses from Colonel Brant. These remained at Jefferson barracks to the 5th of September. Horses were received at Jefferson barracks, at different times, from the time the first were received as mentioned, till the last of August. At the time we left Jefferson barracks, I think the horses in the troops were better fitted for hard service than when they were received from Major Brant. They were not, however, so fat.

Question by Colonel Brant. Did the several lots of horses turned over, from time to time, by Lieutenant Colonel Brant, for the service of the 2d regiment of dragoons, evince, from their appearance, any neglect in their treatment or keeping?

Answer. No.

Question by Colonel Brant. Did many of the horses stray away from Jefferson barracks? and what was the general condition of such strays when brought in?

Answer. There were a few horses in the quartermaster's department, and also a few in the troops, that strayed away. Some of them were in as fine condition when they returned as when they strayed away; others, that had been away two or three weeks, were brought in very lean.

Question by Colonel Brant. How did the horses purchased for dragoon service and draught, by Lieutenant Colonel Brant, stand the fatigues of the march to Florida, and active service there?

Answer. The horses, both in the quartermaster's department and in the troops, were under my immediate inspection on the march to Florida. They all performed very well. I have been with those horses in Florida. I have commanded, at different times, different detachments of them. That portion of them which I have served with are supposed to be as good horses as have been in Florida since the commencement of the service of the 2d dragoons there.

Question by Colonel Brant. Were the horses received from Lieutenant Colonel Brant, immediately before your departure for Florida, found to be inferior or less able to endure the fatigues of the march, and subsequent service, than those which had been a longer time in possession of the dragoons at Jefferson barracks?

Answer. No.

Question by Colonel Brant. Were any of those strays among the horses condemned as unfit for service in August, 1837, and turned over by you to Lieutenant Colonel Brant?

Answer. I cannot answer certainly. I believe there were.

Question by Colonel Brant. How did the unfitness of the condemned horses arise—from accident while at Jefferson barracks, or other causes?

Answer. At the time each lot was brought to Jefferson barracks, Colonel Twiggs, commanding the regiment, ordered a board of survey on them, to ascertain if any horses among them were unfit for dragoon service. Some of them were pronounced unfit for dragoon service, in consequence of their being vicious; others were condemned in consequence of injuries received accidentally in drilling. Others were condemned as unfit for dragoon service, from being reduced in flesh when ridden after deserters.

Captain T. L. ALEXANDER, 6th regiment United States infantry, a witness on the part of Colonel Brant, duly sworn, answers:

Question by Colonel Brant. Were you stationed at Jefferson barracks, Missouri, in 1837? If so, in what capacity?

Answer. I was there at that time, as *aid-de-camp* to Brigadier General Atkinson.

Question by Colonel Brant. Had you frequent opportunities of seeing the horses purchased by Lieutenant Colonel Brant for the service of the 2d regiment of dragoons, during that year? If so, state them.

Answer. I believe I saw all the horses purchased that year for the 2d regiment of dragoons, both at the barracks and at St. Louis.

Question by Colonel Brant. Were you acquainted with the general condition of the horses purchased for the service of the 2d regiment of dragoons, both before and after they were turned over to the officers of that regiment? If so, under what particular circumstances did you become so, and what was it?

Answer. I was acquainted particularly with the condition of those horses. I was told by Colonel Twiggs, of the 2d regiment of dragoons, that, if I would select any horse from that regiment, he would take him, refunding his cost to the Government, and let me have him for the same. I wanted him for the public service in my capacity as *aid-de-camp*. I examined the horses particularly on that account. They were generally in very fine condition.

Question by Colonel Brant. In the summer and fall of 1837 were you at the pasture of Lieutenant Colonel Brant's plantation, where the public horses were kept? If so, what was its appearance, and how did the horses appear to be fed?

Answer. I was not at that pasture during the fall, nor in the summer. I was passing by there; I do not recollect the time, but there were horses there; I think it was late in the summer. I did not observe the condition of the pasture, nor of the horses.

Question by Colonel Brant. Are you personally acquainted with Captain G. H. Crosman? Have you, within the last five years, heard him speak in terms of hostility of Lieutenant Colonel Brant? If so, state, as near as you can, the time, place, and the expressions used by him.

Answer. I have been acquainted with Captain Crosman about six years. I have known that, for the last two or three or four years, feelings of hostility or enmity have existed on his part towards Colonel Brant. I believe this, from having been frequently in his society. I cannot now repeat any particular expressions used by Captain Crosman in reference to Colonel Brant.

A paper, presented this morning by Lieutenant Colonel Brant to the court, was here read, which the court directed should be returned to him, as it cannot enter into discussions with him as to a mode of proceeding entirely within its discretion; besides, the paper itself is disrespectful, and the term "the party," as applied therein to the court, grossly improper.

Colonel Brant represented that he had another witness that he wished examined; but that he could not be produced to-day.

The court then adjourned to meet to-morrow at 10 o'clock.

FRIDAY, MARCH 1, 1839.

The court met pursuant to adjournment.

Present: All the members.

Lieutenant Colonel Brant stated to the court that the expression "the party," used in his last communication to it, was not intended by him to apply to the court, but wholly and solely to Captain Crosman.

JOHN HAVERTY, a witness, already sworn, was called on the part of Lieutenant Colonel Brant, and answered:

Question by Colonel Brant. Look at this check, dated the 21st of June, 1837, payable to John Darneille, or bearer, for the sum of \$206 70: state in whose handwriting it is filled up; to whom it was intended to be paid; and for what purpose, or on what account.

[NOTE.—This check is recorded at page 311.]

Answer. The check is filled with my handwriting; and was made, I believe, with the intention of being paid to John Darneille, for and in consideration (I believe) of the purchase of horses. I do not recollect any transaction in which he was concerned with Colonel Brant in that year, save for the purchase of horses and oxen.

Question by Colonel Brant. Look at this voucher, dated 21st of June, 1837, made out against the United States in the name of John Darneille, amounting to \$1,045: state in whose handwriting the receipt, at the foot thereof, is filled up; and, to the best of your recollection, whether the signature of John Darneille was affixed to said receipt before it was filled up.

[NOTE.—The voucher alluded to is copied at page 41.]

Answer. The receipt to this voucher is filled up in my handwriting; and when filled up, to the best of my knowledge and belief, it was not signed with the name of John Darneille.

Question by court. Have you any recollection of the circumstances attending the making out of the voucher just shown you? Did you fill up the body of it? As you have stated on a former occasion, before the court, the manner in which similar accounts were prepared by you from memoranda furnished by the claimants in such cases, have you any remembrance of such memoranda, in reference to the voucher alluded to, as will enable you to identify this particular transaction? If so, state all you know about the matter.

Answer. I have a recollection of the circumstances attending the making out of this voucher, and I filled up the body of it. Subsequent to the filling up of the receipt, it was usual, in the press of business during the horse-purchasing in 1837, to embody the whole amount in the receipts, and to specify the details subsequently. The memoranda, to serve as a guide in filling up this voucher, furnished, as well as I recollect, by Colonel Brant, were made in pencil. They were given me as my guide in filling the items of the account.

Question by court. What guide had you in filling up the receipt in the voucher?

Answer. I have no distinct recollection. It might have been the verbal instructions of Colonel Brant, or it might have been on a strip of paper. The room in which I wrote was directly opposite the room in which Colonel Brant wrote. He frequently came to the door of his room, and instructed me to fill up receipts for any amounts required, and checks in the same way. My custom very often was, where the person who was to sign the receipts to vouchers thus made was not in my room, to fill up the receipts as directed, or a check, as the case might be, and carry them to Colonel Brant's room.

Question by court. Did you witness the payment or delivery of the check for \$206 70, drawn on the agent of the Commercial Bank of Cincinnati, to John Darneille, or bearer, by Colonel Brant to said Darneille? If so, when and where was it?

Answer. I have no recollection of it.

Question by court. Have you any particular recollection of this voucher alluded to, for \$1,045, distinguished from other vouchers, and that it was filled up in the receipt for that amount before being signed by Darneille? Did you see Darneille sign it?

Answer. I have a particular recollection of this individual voucher for \$1,045, as particularly contradistinguished from others, from the circumstance of its embracing a charge for a yoke of oxen. I also recollect that the receipt was filled up when it was yet unsigned by the name of John Darneille. To the best of my recollection, I did not see Darneille sign it.

Question by court. Do you recollect this check in favor of John Darneille for \$100, dated 21st June, 1837, and now shown you? to what transaction does it refer?

[Note.—The check is recorded at page 244.]

Answer. I do not recollect seeing this check until after it was returned from the bank to Colonel Brant. I do not know the object for which the check was issued, but I inferred it was for the purchase of horses. When

checks of this kind were drawn in my absence, it was usual to notify me of the fact on my return, for the purpose of making the entry on the abstract book of checks drawn on the bank. The amount of this check was so entered.

Question by court. Do you recollect that John Darneille gave a receipt to Colonel Brant, about the 21st June, 1837, for \$300, or for \$370; and do you recollect, about the 27th June, 1837, your returning said receipt to said Darneille, on the occasion of a settlement of accounts between Darneille and Colonel Brant?

Answer. I have no recollection of such a receipt for either of the amounts specified.

Question by court. What was the usual manner of filling checks on public account in the office of Lieutenant Colonel Brant; were they made payable to "order" or "bearer"?

Answer. It depended altogether on the nature of the case. If the person was present who was to receive the amount of the check, it was usual to make it payable to himself, or bearer; if for a distant claimant, it was made payable to his order.

Question by court. What is the brick building at the corner of Second and Laurel streets now rented to the United States for? And what has been its rent since the beginning of the 4th quarter of 1838, up to this time?

Answer. During a portion of the 4th quarter of 1838, there was only a portion of that building occupied by the United States. That portion was charged (I think) at \$35 per month. After the whole building was re-occupied by the United States, the rent was charged at \$800 per annum. When the accounts were made to the end of December, 1838, it was charged at the rate of \$800 per annum; and it was put down at the same in the quartermaster's report for January, 1839. My impression is, that, for October and November, 1838, it was charged at \$35 per month; and I think for December, 1838, it was charged at the rate of \$800 per annum.

[The witness went to the office to examine the books, and returned and confirmed the statements in his last answer. The witness here stated that he wished to explain a part of his testimony, delivered when before the court on a former occasion, relative to the voucher signed by John Darneille for \$1,045.]

He said: "I then stated that, in cases where the items were not filled in the account, the gross amounts were imbodyed in the receipts before being signed. This was my invariable practice in such cases, in vouchers for horse purchases in 1837; and that I did not recollect that an exception was made to the general rule in respect of this voucher. I wish to make this explanation, to explain what might seem as conflicting between my testimony of this morning, and that formerly given; as, in that of this morning, I have particularized the yoke of oxen as one of the circumstances that brought so fully to my recollection that the voucher had not the items carried out at the time the receipts were filled up with the aggregate amount."

The court received the following paper from Lieutenant Colonel Brant:

"COURT-ROOM, March 1, 1839.

"SIR: The court having decided that it will not await the arrival of Oliver Dubois and Samuel Gracy, or either of them, I now respectfully urge that, under such circumstances, it will agree to receive the *ex parte* depositions of those individuals. The testimony of both, but particularly

that of Gracy, which I submit herewith, I think the court will agree with me in supposing is calculated to have an important bearing in my favor. Two months of the time of this court were devoted to hearing the evidence adduced against me by Captain Crosman ; the defence has occupied only four or five days over half that time.

"I remain, &c., &c., &c.

J. B. BRANT,

Lieutenant Colonel United States Army.

"Lieutenant J. F. LEE,

Judge Advocate and Recorder Court of Inquiry."

In reference to the above communication, the court decides that "it cannot receive the papers alluded to therein as evidence, as they would be clearly inadmissible as such in any court." They are already in the appendix attached to these proceedings, and may be referred to—Nos. 56 and 57.

The court also received a written application from Lieutenant Colonel Brant, dated this day, asking access to the record of the court, to aid him in making his defence ; which paper will be found in the appendix, No. 58.

The court decided that "Colonel Brant has been afforded unusual and, so far as the court knows, unprecedented facilities, to obtain the evidence given before the court. The court have given him duplicates of all questions proposed by the court to the witnesses, and ample time has been allowed him to take down the witnesses' answers ; and such portions of the evidence as were not recorded by Colonel Brant, he has already, on application to the court, been permitted to copy from the court's record. Any portion of the evidence which Colonel Brant has not now a copy of, he will be permitted to copy from the record, in the presence of the recorder. Other portions of the record may be read, but the court cannot allow copies thereof to be taken."

The court adjourned to meet to-morrow, at 10 o'clock.

SATURDAY, MARCH 2, 1839.

The court met, pursuant to adjournment.

Present : all the members.

JOHN HAVERTY, a witness on the part of Lieutenant Colonel Brant, came into court, and said he wished to make further explanations of his testimony. He said, "In looking over the rough minutes of my explanation of yesterday, they do not seem to convey clearly the idea I intended to express in one particular. The expression in my testimony, the first day I was examined, on the voucher for one thousand and forty-five dollars, signed by John Darneille, was this : 'I have no recollection of this particular voucher, as distinct from others of a similar kind.' I meant this, at the time, and now mean it, to apply to the receipts and signature ; that there is no peculiarity in the receipt or signature that would distinguish this from other vouchers of the like kind, in the manner in which the receipts were filled up and signed. Subsequent reflection on the voucher brought to my recollection circumstances which now satisfy me that my first impressions were correct, as given to the court in my former testimony, in respect to this voucher, namely : that the items were not carried out until after the receipts had been filled up and signed."

Question by court. Did any one suggest to you to come into court and make explanations? Was your previous testimony, given before this court, shown to you?

Answer. Mr. Magen is told me that there was a seeming discrepancy between parts of my testimony given on a former occasion and yesterday. On looking over the rough minutes of the testimony, I saw that the sentence quoted in my explanation of this morning might be so construed as to bear a meaning different from what I at the time intended to convey, and have conveyed, in my last explanation. I thought it advisable to appear before the court and remove all ambiguity. I saw the rough minutes of my previous testimony. I have made fair copies of a good deal of the rough minutes taken by Mr. Magen is, the counsel of Colonel Brant.

Question by court. Have you seen the testimony given by any other witness or witnesses before this court?

Answer. I have seen the rough notes of the testimony of several other witnesses as given before this court. I have made a fair copy of the testimony of several of them, from the notes of Colonel Brant's counsel taken in court.

Question by court. What communication, if any, have you had with Lieutenant Colonel Brant, or his counsel, on this subject?

Answer. Simply what I have detailed here; that is, Mr. Magen is's pointing out what appeared to be the discrepancy already alluded to. On one occasion Colonel Brant was present. I, at the time when it was first spoken of to me, thought there was no actual discrepancy, but intimated if there was any doubt, I would go into court and explain what my actual meaning was.

Lieutenant JOHN F. LEE, judge advocate and recorder of this court of inquiry, duly sworn by the president of this court, a witness on the part of Lieutenant Colonel Brant, answers as follows:

Question by Colonel Brant. Did you send for, or suggest to any other person to bring, John Darneille, who has been examined as a witness in this case, to your office, for the purpose of showing him the bank checks, dated 21st of June, 1837, and made payable to him or order—one for \$100, and the other for \$370?

Answer. I did not. I explained to Captain Crosman what those checks were meant to prove, and told him he ought to inquire of Darneille about it. I came to my room, and found Captain Crosman and Darneille there, and some other persons—Captain Turner, who rooms with me, among them. I showed him the checks.

Question by court. Did John Darneille, while at your office, see the record of this court, or any part of the testimony of any witness given before this court?

Answer. Darneille saw no part of the record of the court. He looked at the checks, and said, in answer to some doubts of Captain Crosman, that it was his handwriting on the back of the checks; and, after some little reflection, said positively what the check for \$370 was given him for. Captain Crosman asked him why he had stated to the court he had had no other transactions with Colonel Brant about that time. Darneille asked me what he had said to the court about that. I turned to the record and read him, I think, his two answers on that subject. He said, (either before or after I had read him those answers, I do not recollect which,) that he had not thought of that advance, because he knew Colonel Brant owed

him nothing, and he did not recollect it was made on that day—meaning the 21st of June, 1837.

Question by court. What did Darneille then state positively the check for \$370 was given him for?

Answer. He stated that \$300 of that check was given him as an advance to purchase horses in Illinois, and \$70 of it was on account of that swap with Swigert.

Question by Colonel Brant. What length of time intervened between your mentioning the subject of those checks to Captain Crosman, and your showing them to John Darneille at your office?

Answer. Whether it was the same day, or two or three days afterwards, I do not know. My impression is, it was the same day. The checks remained in my office several days.

The testimony here being closed, Lieutenant Colonel Brant was notified that the court was ready to receive any written address he might wish to make in elucidation of the matter and the evidence adduced before it.

Lieutenant Colonel Brant asked to be allowed until Thursday next, the 7th instant, at 12 o'clock, to prepare such address; which was allowed by the court.

A paper was then presented to the court by Lieutenant Colonel Brant, purporting to be remarks upon the decision of the court of Tuesday, the 26th of February, found at pages 313, 314.

Pending the reading of this paper by the recorder of the court, an expression, in reference to an act of the court, was objected to by the court as improper and highly disrespectful; and Lieutenant Colonel Brant was informed the paper could not be received with such an expression in it. Whereupon Lieutenant Colonel Brant struck out this expression.

The reading was then continued, when it was perceived that the paper contained comments and strictures upon certain proceedings of the court, which it considered entirely inadmissible, and in nowise beneficial to Lieutenant Colonel Brant's defence. The court, therefore, ordered the reading to be discontinued, and the paper to be returned to him; which was accordingly done.

The court adjourned to meet again at 12 o'clock on Thursday next, the 7th instant.

THURSDAY, MARCH 7, 1839.

The court met pursuant to adjournment.

Present: All the members.

Colonel Brant informed the court that he was not prepared to present the remarks for which the court had adjourned on Saturday, and requested to be allowed further time till to-morrow at 12 o'clock; which application the court granted.

The newspaper communications, referred to in the testimony of Homans, and which that witness intimated he would furnish to the court, were received this day. As the testimony respecting these articles make it unnecessary for the court to consider them, they are not placed on the record nor in the appendix, and the order at page 270 was rescinded.

The court adjourned to meet to-morrow at 12 o'clock.

FRIDAY, MARCH 8, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court informed Colonel Brant that it was ready to receive his written address upon the subjects of the investigation and the evidence. Colonel Brant replied that he was not prepared, and asked to be allowed further time till to-morrow at 11 o'clock.

The court decided that it has already allowed Colonel Brant ample time to prepare his address; but, unwilling to curtail him in the time he has further asked for that object, now consents to allow him until to-morrow at 11 o'clock, A. M. The court will then expect to receive his address, and will not wait beyond that time for it.

The court adjourned to meet to-morrow at 11 o'clock.

SATURDAY, MARCH 9, 1839.

The court met pursuant to adjournment.

Present: All the members.

Colonel Brant delivered to the court the address which is attached to this record.

The court adjourned to meet on Monday at 10 o'clock.

MONDAY, MARCH 11, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was occupied during the day in examining the evidence;
And adjourned to meet to-morrow at 10 o'clock.

TUESDAY, MARCH 12, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was occupied during the day in examining the record of the evidence;

And adjourned to meet to-morrow at 9 o'clock.

WEDNESDAY, MARCH 13, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was occupied as yesterday;

And adjourned to meet to-morrow at 9 o'clock.

THURSDAY, MARCH 14, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was occupied during the day as yesterday;

And adjourned to meet to-morrow at 9 o'clock.

FRIDAY, MARCH 15, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was occupied as yesterday;

And adjourned to meet to-morrow at 9 o'clock.

SATURDAY MARCH 16, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court having finished the reading of the record and examination of the evidence, ordered it to be recorded, that "the court, having maturely considered all the testimony adduced in the present case, proceeded to embody, for the information of the President of the United States, the most material facts which have been proved in the course of the investigation. As preliminary, however, to their introduction on the record, the court deems it proper here to present a synopsis of the several allegations and imputations against Lieutenant Colonel Brant, with a view that they, with the facts and opinion of the court; may, by their juxtaposition, be the more conveniently considered."

Synopsis of allegations and imputations against Lieutenant Colonel Brant.

Letter from Captain G. H. Crosman to the acting Quartermaster General, 18th of October, 1837, [page 9,] imputes to Lieutenant Colonel Brant the bad condition of certain public horses, (nine in number,) owing to the fact that they were pastured and fed by Lieutenant Colonel Brant on his own plantation; the pasture on which was represented "as miserably poor and destitute of grass." (This was in the summer and autumn of 1837.)

Letter from same to same, dated 9th of January, 1838, [page 12,] alleges that the prices charged by Lieutenant Colonel Brant for keeping the horses and mules were very high, and much above the usual rates for similar services in the neighborhood of St. Louis.

Captain Crosman to the acting Quartermaster General, 13th April, 1838, [page 13 of record,] imputes irregularities to Lieutenant Colonel Brant in the discharge of his duties in the quartermaster's department, by purchasing horses for the public service with private notes of hand; alleges that such horses were subsequently condemned by a board of officers, as unfit for service, and sold at auction—the public thus sustaining three successive losses: first, by the purchase; second, by the expense of keeping; third, by the sale. Encloses a letter of John Darneille, [No. 20, appendix,] in which it is asserted that the accounts in the foregoing case against the United States, and the receipt thereto attached, were signed by him in blank; further, that the stock purchased, as aforesaid, was obtained by him through a private note of hand, in favor of Lieutenant Colonel Brant; and that such stock was procured on Lieutenant Colonel Brant's private account.

Captain Crosman to the acting Quartermaster General, April 23, 1838, [page 14 of record,] encloses a letter from John Darneille, of St. Louis, dated April 25, 1838, in which Darneille asserts that the sum of \$145 was

overcharged in a certain account of his against the United States for the sale of horses. [For further explanation, see John Darneille's letter, No. 30, appendix.]

Letter of Captain Crosman to the acting Quartermaster General, dated October 21, 1837, [page 10 of record,] alleges that a quartermaster's storehouse, of brick, in St. Louis, was rented from G. K. McGunnege by Lieutenant Colonel Brant, in the year 1837, at the rate of \$1,000 per annum, for public purposes; and that a light frame building was rented of the same person, as a subsistence storehouse, for \$37 50 per month. That while the former building was thus rented, the United States were required to pay, and did pay, in addition, for storage of certain goods belonging to the Indian department, in said storehouse, during the second quarter of the year 1837; and that it is notorious that both those buildings are owned wholly, or in part, by Lieutenant Colonel Brant.

Letter of Captain Crosman to the court of inquiry, dated November 30, 1838, [page 15 of record,] asserts that the cash-book of the Indian department at St. Louis will exhibit that rents have been charged to the United States for an office for the Indian department, purporting to have been rented of G. K. McGunnege and William Hill, which "office is the same then and now occupied by Lieutenant Colonel Brant for the quartermaster's department, and which is located in his own dwelling house;" and imputing, by this fact, an instance of double rent on his own property.

Captain Crosman's letter to the court of inquiry, dated December 3, 1838, [page 29 of record,] imputes to Lieutenant Colonel Brant an interest by "an indirect and private copartnership in the firm of Hill & McGunnege, or with G. K. McGunnege, and the successors of that firm, McGunnege & Way."

Letter of Captain Crosman to the court of inquiry, of January 5, 1839, [see page 155,] charges Lieutenant Colonel Brant with "conduct improper, and unbecoming an officer;" in having, on the 23d of November, 1830, made a contract with S. Shalcross, master of the steamboat Chieftain, for the transportation of certain officers and troops to the Walnut Hills, near the mouth of the Yazoo river, and agreeing therein that \$600 should be paid to said Shalcross for the services of said boat; that on the same day Lieutenant Colonel Brant addressed a letter to said Shalcross, requiring him to collect a certain sum per day from each officer, while on the boat, in consideration of their board; that after said sum was thus collected, Lieutenant Colonel Brant went on to add, in his letter, that the balance—that is, the difference between this sum to be collected, and the \$600 provided for in the contract—would be carried to the credit of Shalcross on the books of Hill & McGunnege.

Letter of Captain Crosman to the court of inquiry, dated January 25, 1839, [page 201 of record.] 1st. Accuses Lieutenant Colonel Brant of having made the Government pay for two canoes used as troughs for feeding dragon horses pastured on his farm, "which charge was improper, and for his own pecuniary benefit." 2d. That the "report of persons," &c. of Lieutenant Colonel Brant for September, 1836, shows that Richard Morgan (the slave and private servant, he expects to prove, of Lieutenant Colonel Brant) was paid \$1 per day for his services in the warehouse and office of the quartermaster, at St. Louis; that the said Morgan was reported as "though he was a free man."

The court adjourned to meet on Monday at 9 o'clock.

MONDAY, MARCH 18, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court were occupied during this day in preparing the statement of facts and opinion;

And adjourned to meet to-morrow at 9 o'clock.

TUESDAY, MARCH 19, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was occupied as yesterday;

And adjourned to meet to-morrow at 9 o'clock.

WEDNESDAY, MARCH 20, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was occupied as yesterday;

And adjourned to meet to-morrow at 9 o'clock.

THURSDAY, MARCH 21, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was occupied as yesterday;

And adjourned to meet to-morrow at 9 o'clock.

FRIDAY, MARCH 22, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court was occupied as yesterday;

And adjourned to meet to-morrow at 9 o'clock.

SATURDAY, MARCH 23, 1839.

The court met pursuant to adjournment.

Present: All the members.

The court ordered the following statement of facts and opinion to be recorded:

Report upon the facts found by the court.

In reference to the subject of Captain George H. Crosman's letters to the acting Quartermaster General, dated the 18th of October, 1837, and the 9th of January, 1838, [pages 9 and 12,] the court finds the following material facts connected therewith and incidental thereto:

1. That a large number of horses and mules were purchased in the year 1837 for the service of the United States, by Lieutenant Colonel Brant in his official capacity as quartermaster of United States army.

2. That, between about the middle of May and the early part of October, 1837, many of these horses, and most of the mules, were kept on a farm near St. Louis, then the property of Lieutenant Colonel Brant; and that the horses were fed on the grass of his pasture, and on green corn, old corn, wheat bran, and occasionally on hay and sheaf-oats; but in what quantities, or whether regularly, has not been made to appear. What description of food, or what quantities, were given the mules in addition to the pasturage, does not fully appear.

3. That, in about a month or six weeks after the public horses were put in Lieutenant Colonel Brant's pasture, it was almost destitute of grass, but that they continued to be fed upon the other articles above mentioned.

4. That some of the horses, and a small number of the mules, were kept at livery-stables in the city of St. Louis.

5. That the charge made against the United States, and paid by Lieutenant Colonel Brant, for the keeping of the public horses and mules in 1837, whether on his own farm or elsewhere, was \$3 per week each for the horses, and \$2 per week each for the mules. The charge made for those kept in St. Louis appears to be inclusive of all expense against the United States. For those kept on Lieutenant Colonel Brant's farm there was an additional expense incurred against the United States, and paid by Lieutenant Colonel Brant, in a portion of the wages of Samuel Reinecke, who, when at the farm taking care of the public horses, was in the pay of the United States; and, further, in the cost of two canoes purchased by Lieutenant Colonel Brant at the cost of the United States, and sent to the pasture, and there used as troughs for feeding the public horses.

6. That, for keeping some of the public horses on Lieutenant Colonel Brant's farm, accounts were made out against the United States, and receipts taken in the name of William Dowler, the overseer of Lieutenant Colonel Brant; thus representing to the Quartermaster General's Department, and to the Treasury of the United States, the said Dowler as the person who performed the services and received payment therefor. That said accounts were rendered by Lieutenant Colonel Brant, and certified by him to be "correct and just, and for services performed as stated."

7. That, for the keeping of the public mules on Lieutenant Colonel Brant's farm, accounts were made out against the United States, and receipts taken in the name of John Kimball, a livery-stable keeper in the city of St. Louis; thus representing to the Quartermaster General's Department, and to the Treasury of the United States, the said John Kimball as the person who performed the services and received payment therefor. That said accounts were rendered by Lieutenant Colonel Brant, and certified by him to be "correct and just, and for services performed as charged."

8. That the accounts mentioned in paragraphs 6 and 7, and rendered by Lieutenant Colonel Brant, were stated and certified by him to be "for foraging and keeping" horses and mules, in the same words as were expressed in other accounts for horses kept at livery in St. Louis; whereas said horses and mules were pastured and fed as stated in paragraph 2, and had not the prescribed forage ration issued to them.

9. That the accounts of Lieutenant Colonel Brant represent a payment made by him to John Kimball, for foraging and keeping during the month

of July, 1837, from 6 to 90 horses, the average number, as will appear by the voucher, [page 65,] being equivalent to 52 horses per day throughout that month, and the charge amounting to \$702. And that the accounts of Lieutenant Colonel Brant represent another payment made by him to John Kimball, for foraging and keeping from 6 to 106 horses from the 1st of September to the 5th of October, 1837, the average number, as will appear by the voucher, [page 66,] being equivalent to 33 horses per day throughout that period, amounting to \$495: thus representing to the Quartermaster General's Department, and to the Treasury, the said John Kimball as the person who performed the services and received payment therefor. The said accounts were certified by Lieutenant Colonel Brant to be "correct and just, and for services performed as stated;" whereas it is proved that the whole number of horses thus charged was not kept by Kimball, nor in his stable, but that most of them were kept elsewhere; and that the greatest number kept at any time over three days by Kimball did not exceed twenty.

10. That the accounts rendered by Lieutenant Colonel Brant represent a payment made by him to J. O. Bradshaw, a livery-stable keeper in St. Louis at that time, and now deceased, for foraging and keeping during the month of August, 1837, from 56 to 108 horses, the average number, as will appear by the voucher, [page 69,] being equivalent to 81 horses per day throughout that month, amounting to \$1,077; thus representing to the Quartermaster General's Department, and to the Treasury, the said J. O. Bradshaw as the person who performed the services and received payment therefor. The said account was certified by Lieutenant Colonel Brant to be "correct and just, and for services performed as stated;" whereas it appears that said Bradshaw kept generally not more than eight or ten, or perhaps fifteen, public horses; that they were generally kept at his stable a short time, and then taken out to the pasture in the same manner as with Kimball.

11. That the number of public horses purporting to have been kept by William Dowler (who was in Lieutenant Colonel Brant's private employ as overseer) in the month of July, 1837, was from 4 to 75, the average number, as will appear by the voucher, [page 83,] being equivalent to 41 horses per day throughout that month, and amounting to \$549. And that the number of public horses purporting to have been kept by said Dowler in the month of August, 1837, was from 50 to 101, the average number, as will appear by the voucher, [page 44,] being equivalent to 73 horses per day throughout that month, amounting to \$975.

12. That the number of public horses kept on Lieutenant Colonel Brant's farm varied from 60 or 70 to upwards of 200 at a time, between the periods mentioned in paragraph 2. It appears that there were frequently as many as 150 there at a time.

13. That John Calvert, who keeps, and has kept for twelve years, a livery-stable in St. Louis, applied to Lieutenant Colonel Brant early in July, and again in August, 1837, to keep some of the public horses, and was refused.

14. That no advertisements were issued by Lieutenant Colonel Brant, through the public newspapers, or in any other way, inviting proposals for foraging and keeping, or for pasturing, the public horses and mules under his charge in the year 1837.

15. That good and sufficient pasturage might have been obtained in the vicinity of St. Louis for all the public horses and mules under Lieutenant

Colonel Brant's charge, in the summer and autumn of 1837, for \$1 per week each, not including any allowance of grain to them.

16. That a large number of the public horses (115 at least) under the charge of Lieutenant Colonel Brant could have been kept at two of the principal livery-stables in St. Louis, during all or any portion of the year 1837, for \$2 50 per week each, including all expenses, with good and sufficient food, and grooming and exercise to keep them in good health and condition for active service.

17. That all the public horses under charge of Lieutenant Colonel Brant in the summer and autumn of 1837 could have been kept at livery-stables in St. Louis, and at pastures in its vicinity, by alternating them between the stables and the pastures, so as to afford them sufficient range and exercise, and feeding them on sufficient grain while in pasture, and in the stables to keep them in good order and condition for active service, for \$2 50 per week each, or less.

18. That the public horses and mules which were delivered by Lieutenant Colonel Brant in the summer and autumn of 1837 to the regiments of dragoons, and for the quartermaster's department for service in Florida, were in good order when delivered by him.

19. That it does not appear that the nine public horses delivered by Lieutenant Colonel Brant to Captain G. H. Crosman, assistant quartermaster, in the year 1837, and invoiced as "unserviceable," had become so through any neglect or fault of Lieutenant Colonel Brant's.

In reference to the subject-matter of the letters of Captain Crosman to the acting Quartermaster General, dated the 13th and the 28th of April, 1838, [pages 13 and 14,] and to that of the two letters of John Darneille, which accompanied Captain Crosman's, [page 42, and appendix No. 20,] the court finds the following material facts, viz:

20. That John Darneille, of St. Louis, Missouri, was employed by Lieutenant Colonel Brant, in the month of June, 1837, to go to Franklin county, Missouri, to collect the amount of principal and interest due on two promissory notes of William Walker, of said county, drawn in favor of Lieutenant Colonel Brant, for about \$500 each, and to purchase horses for the service of the United States; for which object Lieutenant Colonel Brant gave him a certain sum in cash.

21. That Lieutenant Colonel Brant instructed Darneille to receive, in payment of the notes, cash; or, if Walker could not pay the cash due on them, to take from him horses, or oxen, or negroes, or any thing else that he could bring to St. Louis and make the money on. That, at the time, these notes were not at par. That Darneille accordingly went to Franklin county. That, in payment of one of the notes of Walker, he received five horses, valued as follows, viz: one at \$100, one at \$75, one at \$65, and two at \$70 each; also a pair of oxen, valued at \$80, and one mule at \$40. That, after taking these animals, Walker gave him \$20 in cash, and thus liquidated one of the notes and interest. The other note was brought back to St. Louis, and returned to Lieutenant Colonel Brant.

22. That, with cash of his own, and that given him by Lieutenant Colonel Brant, Darneille also bought three horses, viz: one for \$90, one for \$80, and one for \$60 or \$65. That for his services Lieutenant Colonel Brant allowed him \$50; and that his expenses in bringing the animals to St. Louis amounted to \$27 50.

23. That, on the 21st of June, 1837, the aforesaid John Darneille had a settlement with Lieutenant Colonel Brant of the aforementioned transaction. That the said Darneille signed printed blank receipts handed him by Lieutenant Colonel Brant, in which no amount of money nor items were inserted. That Lieutenant Colonel Brant, at said settlement, paid said John Darneille a certain balance in money due him, the precise amount of which is not ascertained. That, in the duplicate accounts to which said receipts (as afterwards filled up) were attached, the horses and oxen procured by Darneille from Walker were charged against the United States, as having been sold by John Darneille; as also another horse, for which the mule obtained from Walker as aforesaid had been exchanged. That the said John Darneille did not consider himself as having sold this property to the United States, nor did he know it was charged in his name as owner and seller—that is, the stock procured from Walker; which, having taken in redemption of Walker's note in favor of Lieutenant Colonel Brant, he regarded as the private property of Lieutenant Colonel Brant. That John Darneille did not authorize any person to fill up the account in such manner. That he contemplated only the cost of the horses, for which he had paid his own funds, and the funds advanced him by Lieutenant Colonel Brant, and the amount of his wages, (\$50,) and his expenses, (\$27 50,) would have been inserted in the blank account to which he had affixed his signature.

24. That the duplicate blank accounts and receipts, to which John Darneille had affixed his signature as aforesaid, were incorrectly filled up subsequently, by charging the United States for the horses procured of Walker a greater sum than they had been received for in part redemption of his note to Lieutenant Colonel Brant, together with the expense of bringing them to St. Louis. That the said receipt, over John Darneille's signature, previously affixed, was filled with a sum of which he is "confident he never received any thing like the amount;" also, by inserting in the account a charge of \$120, for a horse exchanged by Lieutenant Colonel Brant for the mule spoken of in paragraph 26, and \$70 boot given by Lieutenant Colonel Brant; the mule having been received from Walker at \$40.

25. That one of the horses (a sorrel) procured as aforesaid from Walker was lame when so obtained, and became more so afterwards; and that he was altogether an inferior horse.

26. That the mule procured from Walker, in part payment of his note in favor of Lieutenant Colonel Brant, was, under the direction of Lieutenant Colonel Brant, subsequently exchanged with Jacob Swigert for a sorrel horse, Lieutenant Colonel Brant paying \$70 difference in value between the two animals. That the horse so procured was charged in the aforesaid blank account at \$120. That said horse had been, two or three hours before, offered for sale to Lieutenant Colonel Brant for the public service, who, after having had him rode for the purpose of trying him, rejected this horse, as he would not suit him. That the said Swigert had expressed a willingness to take \$100 for him rather than make the exchange.

27. That three of the horses procured as aforesaid from Walker, and subsequently sold to the United States, were, two or three months afterwards, sold at auction as condemned horses, being a portion of the nine horses alluded to in paragraph 19.

28. That, besides the instance of blank receipts having been signed, stated in the case of John Darneille, it is in evidence that Lieutenant Colonel

Brant, in the year 1837, procured the signature of William Dowler, his overseer, to such blank receipts; and that, in the years 1833 and 1837, Charles Collins signed blank receipts in favor of Lieutenant Colonel Brant, who had purchased of him horses in 1833, and corn in 1837. That said Collins, afterwards, on examination of these accounts, found they had been correctly filled up.

In reference to the allegations contained in Captain Crosman's letter to the court, dated St. Louis, January 5, 1839, [page 155,] on the subject of the contract made by Lieutenant Colonel Brant in the year 1830 with S. Shalcross, then master of the steamboat Chieftain, and now deceased, the court finds the following facts, viz:

29. That, in November, 1830, Lieutenant Colonel Brant, then assistant quartermaster of United States army, made a contract with the said Shalcross to transport, from Jefferson barracks to the mouth of the Yazoo river, a detachment of the 3d regiment of United States infantry, consisting of "six commissioned officers, one surgeon, and two companies, with their arms and accoutrements, clothing, camp equipage, and subsistence for sixty days. The commissioned officers and attending surgeon to have a comfortable cabin passage, and the remainder such accommodations as are usually accorded to deck passengers," [see contract, page 144.] For which service, Lieutenant Colonel Brant stipulated to pay, on the part of the United States, the sum of \$600.

30. That it appears to have been customary, at the time, for such contracts to be exclusive of the board of the officers attached to the troops.

31. That, in this case, Lieutenant Colonel Brant had been requested by the officers to make some arrangement on their part with the master of the boat to prevent their being charged exorbitantly for their board; and that the arrangement made was communicated to them in a letter, addressed by Lieutenant Colonel Brant to Captain Lewis, United States army, commanding the detachment, in the following terms:

"It has been agreed on between Captain Shalcross and myself, that the officers, including the acting assistant surgeon, shall pay 70 cents per day each for board; that the sutler shall pay the same per day for his board, and \$10 in addition for his passage; and that his stores shall be transported at the rate of 50 cents per 100 pounds." [See page 159.]

32. That said boat was seventeen days on the passage, during which one of the officers obtained from the clerk of the boat a letter from Lieutenant Colonel Brant to the master of the boat, in the following terms, viz:

"When you shall have discharged the troops and stores at their place of destination, be pleased to obtain the certificate of the commanding officer to the enclosed contract, setting forth the due performance of its stipulations, and enclose the same to this office, with a statement of the amount received by you from officers, &c. This will enable me to close your accounts, and pay over the balance to Messrs. Hill & McGunnegle." [See page 159.]

33. That, upon the discovery of this letter, the officers refused to pay their board, for the reason, that while by this letter it appeared that the amount to be paid to Hill & McGunnegle, the agents on account of the boat, was to be diminished by the amount of the officers' board, &c., it did not appear by the contract that the amount chargeable against the United States was to be so diminished. The officers called upon the mas-

ter of the boat for an explanation, who informed them that he had no claim upon them for the board, inasmuch as he was entitled to, and would receive by the contract, \$600.

34. That, at the request of the officers belonging to the detachment, a letter was addressed by Captain Lewis, the commanding officer, to Lieutenant Colonel Brant, stating that the officers had refused to pay their board; but that when the matter should be satisfactorily explained, if the amount was to be paid to the Government, they would pay it to some agent of the Government.

35. That Lieutenant Colonel Brant's official letter-book shows a letter there recorded from him to Captain Lewis [page 160] in reply, stating that the board of the officers was due to the Government, and was intended to be deducted from the amount stipulated for in the contract; and that he (Lieutenant Colonel Brant) would pay to Shalcross the full amount of the contract, "leaving the officers to make such arrangements as they might deem proper, in order that the certificates to their pay accounts might harmonize with the transaction."

In reference to the allegations contained in Captain Crosman's letter to the court, dated the 25th of January, 1839, [page 201,] the court finds the following facts:

36. That Lieutenant Colonel Brant's accounts show a charge of \$13 against the United States for two canoes, purchased and paid for by him the 12th of May, 1837, stated in his accounts to be for the purpose of feeding dragoon horses at the pasture.

37. That said pasture is proved to be the field upon his own farm, where the dragoon horses and the public mules were kept and fed in 1837.

38. That Lieutenant Colonel Brant's "official report of persons, &c., for September, 1836," shows a charge made against the United States of \$61, for sixty one days' labor of Richard Morgan in the months of July, August, and September, 1836; and that said report is made out as if said Richard Morgan was a free man—the column in said report headed "By whom owned" being left blank opposite to the name of said Richard Morgan.

39. That the receipts to the vouchers in this case were, it is proved, signed by Richard Morgan; thus representing said Morgan as the person to whom the debt was due, and who received the payment.

40. That the "report of persons, &c., for the month of September, 1836," above referred to, was certified by Lieutenant Colonel Brant to be "a true report of persons," &c.

41. That said Richard Morgan was a negro man, the slave of Lieutenant Colonel Brant, and, during a portion of the months above specified, was employed in the private service of Lieutenant Colonel Brant; and that the aggregate of his time charged against the United States, as above specified, was made up of days, parts of days, and hours, that he was actually employed in the public service.

42. That the hire per day charged and paid for said Morgan's services did not exceed the current price of laborers' wages by the day at St. Louis at the time.

43. That it appears the said Richard Morgan was, besides the period already mentioned, employed in the service of the United States in a similar way to that already mentioned, in the years 1835, 1836, and 1837; but for how long a time, or at what rates, does not appear.

In reference to the subject of Captain Crosman's letter of the 21st of October, 1837, to the acting Quartermaster General, [page 10,] the court finds the following material facts:

44. That a brick storehouse was erected in St. Louis in the year 1833, under the immediate superintendence of Lieutenant Colonel Brant, on a lot or lots purchased by him in the year 1831; that he advanced part of the money for the erection of said building; that he had expressed a wish to have such a building erected "as would suit the purposes of the quartermaster's department;" that the building referred to was put up with that "understanding." Further: that a frame tenement was erected by Lieutenant Colonel Brant on one, or a part of both of the aforesaid lots, in the winter of 1836-'37.

45. That the legal title to the aforesaid property is, and has been, since the purchase of the lots and the erection of the buildings thereon, vested in Lieutenant Colonel Brant; that although a deed of conveyance of an interest in said property from William and James B. Hill, dated the 17th of October, 1835, to George K. McGunnege, [recorded at page 296,] has been exhibited, the title in fee simple of Lieutenant Colonel Brant is not affected thereby; that the property is generally understood to be his; that he has frequently spoken of it as his; and that the taxes thereon were assessed against him, and paid by him.

46. That soon after the completion of the said brick building, it was rented to the quartermaster's department in the name of William Hill, and afterwards in that of George K. McGunnege; and continued to be thus rented until about the 1st of April, 1838, after Lieutenant Colonel Brant had been relieved from duty in the quartermaster's department at St. Louis by Captain G. H. Crosman; (the rent from the 1st of October, 1836, to the 1st of April, 1838, having been at the rate of \$1,000 per annum.) That the supplies of the quartermaster's, purchasing, and Indian departments were at this period, viz: the 1st of April, 1838, and had been for a long time previously, stored in said building. That Captain Crosman, about the date above mentioned, removed said supplies to another storehouse, which he had rented at a cheaper rate, (viz: \$750 per annum,) and which, besides accommodating the aforementioned supplies, also accommodated those of the subsistence department, which, under Lieutenant Colonel Brant's administration, had been separately stored in the frame building of his own, already spoken of, at a cost of \$450 per annum, from the 1st of March, 1837, to the 30th of September, 1837. That these several descriptions of supplies continued thus stored in the building rented by Captain Crosman until the return of Lieutenant Colonel Brant to St. Louis in the month of August, 1838, when he caused all of them, except those of the purchasing and Indian departments, to be removed back to the aforesaid brick and frame buildings of his own.

47. That, in the year 1837, while Lieutenant Colonel Brant was acting as disbursing agent for the Indian Department, certain supplies of that department were stored in the aforesaid brick storehouse, where they had been since the 1st of September, 1835, and where they were when he was relieved in that year from duty in the Indian department by Major Hitchcock, of the army. That at or after the termination of the second quarter of 1837, an account in the name of George K. McGunnege, of St. Louis, was presented to Major Hitchcock, through John Haverty, a clerk of Lieutenant Colonel Brant, in his capacity of quartermaster and of dis-

bursing agent of the Indian department, for storage of the aforesaid Indian supplies in the months of May and June, 1837, the amount of which accounts (\$24) Major Hitchcock, ignorant of the fact that the storage was already provided for by the previous rent by the United States of the entire building in which the Indian goods were, paid to John Haverty, who states, in his testimony, he delivered the same to Lieutenant Colonel Brant—George K. McGunnele having received no such payment from Major Hitchcock, although his signature was affixed to the receipt. That after the close of the third quarter of 1837, Lieutenant Colonel Brant informed Major Hitchcock that another quarter's storage on said goods was due. That no claimant, however, formally presented himself; and that no payment consequently was made. That the cash-book of the Indian department at St. Louis, as also vouchers, show that, between the 1st of January and the 30th of April, 1837, while Lieutenant Colonel Brant was acting as disbursing agent in that department, the sum of \$48 was paid for the storage of said Indian goods, to George K. McGunnele, by Lieutenant Colonel Brant; which vouchers were certified by him to be "correct and just," and "that the services charged for were rendered as stated." These Indian supplies had been, from the 1st of September, 1835,* to the period when they were removed by Captain Crosman, continuously stored in the aforementioned brick building, and not in the private warehouse or custody of George K. McGunnele, as the vouchers and certificates indicated them to have been. That, under the arrangement of Captain Crosman, no expense was incurred by the Indian department for storage on said goods; and that since then, under Major Hitchcock's administration of the affairs of the Indian department at St. Louis, a monthly expense of only \$6 or \$7 has been incurred on that account. That, notwithstanding Lieutenant Colonel Brant had told Major Hitchcock that storage on said goods was due for another quarter of 1837, not only has no claim been brought by any other person, but that George K. McGunnele, in whose name the account for the storage in the first and second quarters of that year had been made out, asserts that he had not received storage on the Indian goods since the second quarter of 1837, *because the amount of other property of Government stored by them (in the warehouse of his commercial firm) was so small as to make a charge unnecessary*; the application of which reason will be found by a further statement of facts in the next paragraph.

48. The court finds that, as an *offset* for the continuous monthly charge of \$12 by George K. McGunnele, or by William Hill, of the former firm of Hill & McGunnele, through a period commencing the 1st of September, 1835, and ending the 30th of June, 1837, of storage on the aforesaid Indian goods, (acknowledged to have been in the brick storehouse already rented and paid for by the United States,) certain supplies of the quartermaster's and subsistence departments were occasionally stored, for short periods, in the private warehouse of Hill & McGunnele, or their successors, in the years 1836 and 1837, free of charge against the United States. That no account, however, was kept of those supplies of such occasional storage, though a continuous one was kept and rendered as aforementioned against the Indian department, of \$12 monthly for the storage of the Indian supplies, against which the occasional storage of the quartermaster's and subsistence supplies was intended as an offset. That, notwithstanding this offset ar-

*The vouchers dated prior to 1st Jan., 1837, are not recorded, but returned to the Treasury.

rangement, however, there were charges, amounting to \$47 69, made against the United States for storage of subsistence stores in September and October, 1836, [see voucher, page 279,] in the private warehouse of the commercial firm of which George K. McGunnele is a partner.

49. That although the brick and frame warehouses, in which the United States stores have been kept for some years past, as already stated, have been and are the property of Lieutenant Colonel Brant, yet the accounts for rents have always been made out in the name of William Hill, now deceased, or of George K. McGunnele.

In reference to the matter embraced in Captain Crosman's letter to the court of the 30th of November, 1837, the court finds the following material facts:

50. That while Lieutenant Colonel Brant acted as disbursing agent for the Indian department at St. Louis, the office of that department was in his own dwelling-house, it being his property. That he was entitled to such office; and that he actually used a room for that object, besides the one to which he was entitled and used as an office of the quartermaster's department. That the accounts for rent of the office of the Indian department were made out in the name of George K. McGunnele, and that he signed the receipts thereto.

51. That Lieutenant Colonel Brant has, since the year 1830, during the time he was stationed at St. Louis, made use of a room in some building of his own as an office for the quartermaster's department; and that the accounts for the rent thereof have been made in the name of William Hill, now deceased, or of George K. McGunnele. That it appears that Lieutenant Colonel Brant applied to the Quartermaster General, by letter, on the 5th of August, 1823, [page 255,] for permission to occupy as an office a room in his own house, and to charge rent for the same in his own name; and that the Quartermaster General granted the request; [page 256.]

52. That, from and including the year 1829 to the present period, the public supplies generally, which have been under the charge of Lieutenant Colonel Brant, have been stored in some building of his own; the accounts for rent thereof being made in the name of William Hill, deceased, or of George K. McGunnele. That, according to the declaration of the latter, he has not received the rents when he has signed the receipts therefor, but has charged such as have accrued on the brick warehouse (now rented to the United States) in an open account kept between his commercial house and Lieutenant Colonel Brant.

53. That, on the 14th of November, 1836, Lieutenant Colonel Brant informed the acting Quartermaster General, by letter, that he "presumed" on the 1st instant the rent on the brick warehouse (the one in the service of the quartermaster's department, then at a rent of \$600, and proved to have been his own at the time) would be raised to \$1,000 per annum. That he enclosed in said letter the written opinion of two citizens of St. Louis that the building was worth such rent; this paper being of the same date as the letter. That he appointed such persons appraisers in the matter, one of whom, when before the court, testified that at the time he understood said building to be the property of Lieutenant Colonel Brant. That, notwithstanding said intimation of Lieutenant Colonel Brant to the acting Quartermaster General that the rent would be raised from the 1st of November, 1836, it was actually raised from the 1st of October of that year; and that

Lieutenant Colonel Brant paid such increased rent from that time, or took the receipts of George K. McGunnegle therefor, as if he had paid it. That George K. McGunnegle, in whose name the account was made, seems to have had so little cognizance of this matter, that he has testified that he "*presumed*" the increased rent was agreed upon from the time it was charged: whereas it is seen that several weeks intervened between the date of the increased rent and the date of the appraisement, taking the latter as evidence of the agreement; that the increased rent actually took date one month and thirteen days prior to the agreement or appraisement, and the date of the letter to the acting Quartermaster General on the subject.

54. That, of the many respectable witnesses experienced in rents, and examined on this point, the mass of testimony shows that about \$700 would have been a fair average rent for the aforesaid brick warehouse belonging to Lieutenant Colonel Brant, for the years 1836, 1837, and 1838. That a brick, and also a stone warehouse, of about the same capacity as the aforementioned, and nearer the commercial part of the city, have, the former since 1834, been rented for no more than \$750 per annum, and has recently been reduced to \$600 per annum; and the latter, in 1836 for \$600 per annum, and since that time for \$700 per annum. That no public advertisements have been made for a suitable storehouse for the public supplies during several years past.

55. That the frame building belonging to Lieutenant Colonel Brant, which has been rented to the United States as a subsistence storehouse at a rent of \$450 per annum, from 1st of March to 30th September, 1837, has been variously estimated by respectable and intelligent witnesses in reference to an average rent for the last three years. That the mass of testimony shows it to have been worth an average rent for said period not exceeding \$350 per annum.

56. That on the removal of the quartermaster's stores by Lieutenant Colonel Brant to his brick warehouse, on his return to St. Louis in the summer of 1838, from the storehouse in which Captain Crosman had placed them, the rent on said brick warehouse was reduced to a monthly sum at the rate of \$420 per annum; and that it was afterwards, about the 1st of December, 1838, raised to a monthly sum at the rate of \$800 per annum. That George K. McGunnegle, who signed the receipts for the rent for the month of September, 1838, seemed not to be aware of this reduction of rent from \$1,000 to \$420 per annum, until the voucher in the case was shown to him; and that he could then only give his impressions as to the cause of said reduction, viz: that it was not wholly occupied by the United States stores during that month, ("we had goods of ours stored in it at the time,") while the voucher purports to be a charge against the United States for the whole building, and not for a part of it.

In reference to the subject of Captain Crosman's letter to the court of December 3, 1838, [page 29,] the court finds, although the co-partnership with the firm of Hill & McGunnegle, and their successors, of St. Louis, imputed to Lieutenant Colonel Brant, is not proved;

57. That, from the establishment of the house of Hill & McGunnegle* in 1828 to a recent period, Lieutenant Colonel Brant has evinced a more than ordinary friendship for it, and its successors, the house of Hill, McGunne-

* Wilson McGunnegle, now deceased.

gle, & Way, and that of McGunnege & Way. That George K. McGunnege, formerly a clerk in the office of Lieutenant Colonel Brant, on the death of his brother Wilson, took the latter's interest in the firm of Hill & McGunnege. That J. B. Hill, a brother of the Hill (William) aforesaid, and now deceased, had a share in the interest of William Hill in said house. That J. B. Hill, who has positively disobeyed the summons of the court to appear before it as a witness in this case, is the only person living of those known to the court to have been concerned, directly or indirectly, in the original house of (William) Hill and (Wilson) McGunnege.

58. That Lieutenant Colonel Brant has loaned large sums of money to the aforesaid firm or firms—as much as \$5,000 at a time. That he has been their frequent, indeed, their habitual endorser; and that his liabilities on such account have been as great as from \$20,000 to \$30,000 at a time. That in the former Branch Bank of the United States at St. Louis, it was always understood that Lieutenant Colonel Brant's name could be had on the paper of Hill & McGunnege, if necessary. That his loans or liabilities aforesaid have extended through the period from the establishment of the house of Hill & McGunnege to the present time. That Lieutenant Colonel Brant is yet under pecuniary liabilities for the firm, under one of the aforementioned designations. That he has had, for several years, an open account with said firm or firms. That no settlement of said account has taken place for about three years. That the exhibition of said account to the court has been refused by the present firm of McGunnege & Way. That George K. McGunnege has endorsed for Lieutenant Colonel Brant to the amount of \$10,000 at one time; and has been, and is, one of Lieutenant Colonel Brant's securities on his official bond to the United States. That McGunnege & Way, and their predecessors, have rented from Lieutenant Colonel Brant, since the establishment of the firm in 1823 to the present time, two buildings, in which they have carried on their business; and that Lieutenant Colonel Brant professes to rent storehouses for the quartermaster's and subsistence departments from George K. McGunnege, who claims to own such houses, but who has exhibited no satisfactory evidence of such ownership; while there is in the possession of the court indisputable evidence that the legal title to that property is vested in Lieutenant Colonel Brant.

59. That the firm or firms aforesaid have kept two accounts with Lieutenant Colonel Brant—one in his capacity of quartermaster, and the other in his individual capacity. That the rents referred to in the preceding paragraph, are entered in neither account until after an adjustment of them between the two parties, when the balance is carried to Lieutenant Colonel Brant's private account, on the credit or debit side, as the case may require. That rents purporting to be due to George K. McGunnege for the quartermaster's and subsistence storehouses are receipted for in favor of Lieutenant Colonel Brant by said McGunnege, without receiving such rents, except by a charge against Lieutenant Colonel Brant in the open account between them. Further: that, in the settlements with Lieutenant Colonel Brant, the firm or firms aforesaid, according to the statement of George K. McGunnege, were generally in his debt.

60. That the credit of the firm or firms aforesaid has been strengthened by the impression in the commercial community of St. Louis that Lieutenant Colonel Brant was interested in said firm or firms, particularly the house of Hill & McGunnege.

61. That the business of the firms aforesaid has been a "general commission and grocery;" and that they have also been agents and owners of parts of steamboats. That Lieutenant Colonel Brant has not only given them a large amount of the public patronage under his control applicable to their particular branch of business, (but, as will be seen by the abstract of payments made them at pages 286, 287, 292, of the record,) has frequently made purchases of them totally incompatible with their ordinary pursuits, and of articles appertaining to different and distinct branches of trade, such as coal, wood, straw, stationery, wagons, harness, &c. That Lieutenant Colonel Brant has frequently employed steamboats of which they were the agents or part owners; and that he did not always make payment for supplies furnished by said firms, when they signed receipts in his favor for said payments. That money professedly due George K. McGunnege, and receipted for by him, has been, as a matter of course, taken to Lieutenant Colonel Brant; and that George K. McGunnege has signed receipts in favor of Lieutenant Colonel Brant for money, which he "did not get, as a matter of course." [See McGunnege's testimony.]

Opinion of the court.

Upon the foregoing facts, and the testimony adduced, the court are of opinion—

That it was unnecessary and improper in Lieutenant Colonel Brant to keep the public horses and mules on his own farm in 1837; that, in doing so, he consulted his own interest and profit, and not the interest of the United States. That the prices paid by him for the keeping of the public horses on his own farm, and in livery-stables in St. Louis, were too high. That all the public horses under Lieutenant Colonel Brant's charge in 1837 might have been kept in the livery-stables in St. Louis, or alternated between the livery-stables and good and convenient pastures, as might have been preferred, (giving them, in both situations, good and sufficient grain, and other proper care,) for fifty cents per week for each horse less than was paid by Lieutenant Colonel Brant in that year.

That Lieutenant Colonel Brant failed in his duty as a Government agent in not having, either by public advertisements, or in some other efficient way, invited proposals and a fair competition for keeping the public horses and mules under his charge in 1837.

That, in certifying the accounts of William Dowler, J. O. Bradshaw, and John Kimball, as cited in the statement of facts, [paragraphs 6, 7, 8, 9, 10,] Lieutenant Colonel Brant signed false certificates, in this: that the prices charged were not "just," and the accounts not "correct;" inasmuch as the services were not "rendered" or "performed" by the persons as "stated" and "charged," nor the money due to them; that the services are not truly described, nor the items of the accounts truly set forth.

The court is further of opinion, that Lieutenant Colonel Brant, in pasturing and keeping the public horses and mules on his own farm in 1837, violated the spirit, if not the express meaning, of the first section of the act of Congress, approved 22d of May, 1812, entitled "An act to amend an act entitled 'An act to establish a Quartermaster's Department, and for other purposes.'"

On a consideration of the facts stated in paragraphs from 20 to 27, the court is of opinion that Lieutenant Colonel Brant, in procuring, through the agency of John Darneille, of St. Louis, the redemption, in horses, oxen, and a

mule, of a promissory note drawn in his (Lieutenant Colonel Brant's) favor, and in afterwards selling the said horses and oxen to the United States; as also one horse which Lieutenant Colonel Brant caused to be exchanged for the aforesaid mule, in the name of said John Darneille, and without his consent and knowledge, whose signature he (Lieutenant Colonel Brant) procured to a blank account and receipt, on which subsequently, the charge against the United States for said horses was made; was guilty of conduct unbecoming an officer and a gentleman.

And the court is of opinion that Lieutenant Colonel Brant, in filling up, or causing to be filled up, the aforesaid blank account and receipt, [as set forth in paragraph 24,] the former with charges against the Government for the aforesaid horses (one of which was unfit for the public service) and oxen greater than their actual cost when delivered at St. Louis, and the latter with a sum of money exceeding that which John Darneille actually received, was guilty, on the one hand, of a speculation for his own personal gain at the expense of the United States, and, on the other, of a deliberate fraud upon the Treasury.

The court is of opinion that Lieutenant Colonel Brant, in exchanging the mule aforesaid, which had cost \$40, for a horse, \$70 difference having been given with the mule, [as set forth in paragraph 26,] and in afterwards selling said horse to the United States for \$120, in the name of John Darneille, above his signature to the blank account and receipt as aforesaid—and this after he (Lieutenant Colonel Brant) had, but a few hours previously, rejected this said horse when offered for sale to him for the public service, and which could have been bought for \$100—was guilty of a fraud upon the Government.

The court is of opinion that the condemnation and sale of the three horses, mentioned in paragraph 27, was owing to no fault of Lieutenant Colonel Brant; and that no loss sustained by the United States on that account is justly attributable to him, the horses having become injured while in the public service.

Before dismissing this branch of the matter of its investigation, the court feels bound to say, that, although the most persevering efforts have been made to invalidate and destroy the testimony of John Darneille, a principal witness before it, the court has seen nothing, either in the manner in which he delivered his testimony, or in the testimony itself given by him, or in the testimony of others, to affect his credibility. His statements have been consistent throughout the various examinations and cross-examinations, and his recollection positive, except on some very immaterial or subordinate points; and, what is most material, his statements of the prices of the horses taken of Walker, and many circumstances of the transaction, are confirmed by the witness Barnes. And, notwithstanding that another witness (John Haverty, when introduced by the defence to testify a second time on this point) contradicted the statement of Darneille respecting the signing of a blank receipt on the 21st of June, 1837, yet, as this witness directly contradicted at the same time his own previous testimony on the same point, the court feel bound to declare that they place entire belief in the statement of Darneille.

The discovery which has been made in the course of this investigation, that Lieutenant Colonel Brant has taken signatures to blank receipts in other instances than that of John Darneille aforesaid, [as set forth in paragraph 28,] seems to justify the court in here expressing its reprobation of

the practice. It is one which places in jeopardy the public interests; and which, viewed in the most favorable light, will always cast suspicion upon the public agent who practises it.

In reference to the facts contained in paragraphs 29, 30, 31, 32, 33, 34, 35, the court is of opinion—

That, if it was proper for the officers to pay their board, it was not proper to cover and secure its payment by the amount stipulated in the contract to be paid by the United States; and if it was intended to deduct their board from that amount, there should have been an express provision to that effect in the contract; otherwise, the contract stands according to its express provisions. And this contract stipulates expressly for a *cabin* passage for the officers; and makes no reference to any deduction on account of board, but stipulates, positively, and without any condition other than the delivery of the troops and stores, for the sum of \$600 to be paid by the Government. The court is further of opinion, that, although this mode of forming a contract which creates accounts between officers and the Government is irregular and improper, yet that, having formed a contract in this way, and created a debt from the officers to the Government, it became the duty of Lieutenant Colonel Brant to represent the fact to the Quartermaster General, or proper accounting officers at Washington, in order that these accounts might be properly adjusted. It does not appear, however, that Lieutenant Colonel Brant has ever done so.

The transaction is not satisfactorily explained to the minds of the court.

In reference to the facts stated in paragraphs 36, 37, 38, 39, 40, 41, 42, 43, the court is of opinion—

That the charge against the United States for the two canoes was unjust and improper, inasmuch as they were incidental and necessary to the keeping and feeding of the public horses and mules, and should have been provided at the expense of the keeper of said horses and mules.

That the said Richard Morgan, being the slave of Lieutenant Colonel Brant, was improperly reported by him, as said report conveyed the idea that he was a free man, and that the wages paid him on account of the United States were for his sole use and benefit; whereas said wages were for the use and benefit of Lieutenant Colonel Brant himself.

That the mode of making up said Morgan's time charged against the United States, by fractions of days and hours, and converting the whole into days, was improper, and liable to great abuse.

That it was improper to take the receipt of a slave in an account presented against the United States.

That the certificates signed by Lieutenant Colonel Brant upon the report of persons and articles hired and employed by him at St. Louis in September, 1836, is a false certificate.

The court is of opinion that Lieutenant Colonel Brant, in renting for the public service the two storehouses of his own, [as set forth in paragraphs 44, 45, 46,] and other buildings and rooms, [see paragraphs 51, 52,] was, (within the period that the General Regulations for the Army, published in 1825, were in force,) guilty of a violation of the 993d paragraph thereof, which forbade any officer of the quartermaster's department being, directly or indirectly, concerned in any contract with any department of the Government; the court regarding an agreement between a proprietor and the Government for the occupation and rent of buildings, in whatever shape made, as a contract in the spirit and meaning of the regulation.

That during the whole period those buildings were thus rented for the United States, Lieutenant Colonel Brant practised a deception upon the Quartermaster General and the Treasury Department, by causing the accounts for the rents of the buildings to be made in the name of another person, [as seen in paragraphs 49, 51, 52;] and that, in removing to said storehouses certain public supplies, which had been more cheaply stored elsewhere by Captain G. H. Crosman, [as set forth in paragraph 46,] Lieutenant Colonel Brant consulted his own pecuniary interests rather than those of the Government; and that, in all the foregoing matters, Lieutenant Colonel Brant was guilty of conduct unbecoming his official station.

The court is of opinion that Lieutenant Colonel Brant, in paying, or professedly paying, by taking his receipts, to George K. McGunnegle, storage for goods of the Indian department, while no such storage was furnished by him, [as set forth in paragraph 47,] was guilty of a misapplication of the public money. That the payment made on that account for the months of May and June, 1837, actually went into Lieutenant Colonel Brant's hands, for his own emolument. And, from all the testimony in reference to Lieutenant Colonel Brant's ownership of the building in which the supplies of the Indian department were stored, and that touching his interest in the house of Hill & McGunnegle, and their successors, the court is of opinion that a portion of, or all, the sums Lieutenant Colonel Brant himself paid, or professed to have paid, on account of said storage, from the 1st of September, 1835, (the vouchers have not been placed on the record, but returned to the Treasury,) were indirectly, if not directly, emoluments to himself; and that Lieutenant Colonel Brant, in insisting to Major Hitchcock that another quarter's storage was due on said goods, was only endeavoring to promote his own pecuniary interests, at the sacrifice of those of the Government. Although the defence has been set up [as explained in paragraph 48] that, as an offset to this charge of storage on the Indian goods, occasional storage was furnished for other supplies gratuitously by George K. McGunnegle, in whose name the storage of the Indian goods was charged, the court is of opinion that, until it is proved (and it has not been proved) that the storage thus gratuitously furnished was actually an equivalent for that improperly charged against the Indian department, the character of the matter, in a pecuniary view, is not affected; as it is certain that payment of a specific sum has been made on the one hand by Government, while nothing but vague impressions as to the amount of storage gratuitously furnished, unsupported by the semblance of an account, exists on the other. But even if it could be shown that the Treasury had not sustained a loss by this transaction, the court would still regard it as a most exceptionable irregularity on the part of Lieutenant Colonel Brant in the discharge of his public duties. The court is of opinion, that, in the use made of the name of George K. McGunnegle on the accounts against the Indian department for storage, and in procuring his signature to the receipts thereto attached, Lieutenant Colonel Brant practised a deception on the Commissioner of Indian Affairs and on the Treasury Department. And the court is further of opinion, that the certificates of Lieutenant Colonel Brant to such vouchers, setting forth their correctness, and that the services charged were rendered, [as seen in paragraph 47,] are false.

In relation to the facts stated in paragraph 50, the court is of opinion that Lieutenant Colonel Brant having been entitled to an office as disbursing agent of the Indian Department, there was no impropriety in his using a

room in his own dwelling-house for that purpose, and charging the Government therefor; and that, inasmuch as he actually had such an office besides the one used by him as quartermaster, the imputation that he charged the Government double rent for one room is without foundation. The court, however, is called upon to condemn the deception which was again practised, in making George K. McGunnegle appear as the claimant for, and the receiver of, the rent due for a room actually the property of Lieutenant Colonel Brant.

The court is of opinion that Lieutenant Colonel Brant, in taking receipts for money stated to have been paid on public account, viz: for storehouses for the public supplies, when no such payment had been made, as set forth in paragraph 52, was guilty of an official impropriety; as such a practice, under the least exceptionable circumstances, is radically wrong. But having reference to the person (George K. McGunnegle) who, in such cases, signed the receipts, and to the agency he is proved to have had in forwarding Lieutenant Colonel Brant's private views, the court is further of opinion, that in all such instances of non-payment Lieutenant Colonel Brant was actually benefitted, while the said George K. McGunnegle was used to conceal the pecuniary interest of Lieutenant Colonel Brant in the matter from the Quartermaster General and the Treasury Department; and that, in all such instances of non-payment, supposing George K. McGunnegle to have been a bona fide creditor of the Government, were (within the period the General Regulations for the Army, published in 1825, were in force) in violation of paragraph 993 of said regulations.

The court is of opinion, in reference to the facts stated in paragraph 53, that Lieutenant Colonel Brant, in writing to the acting Quartermaster General on the 14th November, 1836, that he "presumed" the rent of the brick warehouse rented for the quartermaster's department would be raised on the 1st instant, not only endeavored to deceive that officer, by carefully concealing from him the fact that he (Lieutenant Colonel Brant) was the owner of the said warehouse, but by enclosing the written opinions of two citizens, appointed, as it appears, by himself, (one of whom understood the building to be Lieutenant Colonel Brant's,) as to the rent the building was worth, to show his own disinterestedness, except as an agent of the Government, and to confirm the impression he sought to make on the mind of the acting Quartermaster General, that the warehouse was the property of some other person. The court is of opinion, as the increase of rent which Lieutenant Colonel Brant notified the acting Quartermaster General he "presumed" would commence on the 1st November, actually took place on the 1st October, one month and thirteen days prior to the appraisement and Lieutenant Colonel Brant's letter, and was professed to have been paid by him, that either he made a false representation of the case to the acting Quartermaster General, or that he connived at an overcharge of rent, for a period prior to the date when it was understood the increase of the rent was to take effect.

The court is of opinion, from the facts stated in paragraph 54, that Lieutenant Colonel Brant, in causing, or agreeing to, an increase of the rent of the brick warehouse, proved to be owned by himself, from \$600, for which it had been rented to the United States since 1st January, 1836, to \$1,000 per annum, commencing 1st October, 1836, at which amount it remained until the building was abandoned by Captain Crosman on the 1st April, 1838, was guilty of a fraud against the Government, and, as the court believes, indirectly, if not directly, for his own benefit. The court is of opin-

ion that, by such increase of the rent, the Government lost, unjustly, \$375, from the 1st January, 1836, to 1st April, 1838, when the building was abandoned—taking \$700 as a fair average rent for said storehouse for the years 1836, 1837, and 1838, as set forth in paragraph 54.

In reference to the facts stated in paragraph 55, the court is of opinion that the frame building of Lieutenant Colonel Brant, which he rented for a subsistence storehouse to the Government, in the name of George K. McGunne-gle, at the rate of \$450 per annum, from the 1st March, 1837, to 30th September, 1837, was rented at too high a rate; that \$350 per annum would have been a liberal rent therefor; and that, in causing the Government to pay a higher rent, Lieutenant Colonel Brant committed a fraud against the United States, as the court believes, indirectly, if not directly, for his own benefit.

The court is of opinion, in reference to the facts stated in paragraph 56, that the reduction Lieutenant Colonel Brant made, in the name of George K. McGunne-gle, of the rent of his brick warehouse, on his replacing a portion of the public stores there about the month of September, 1838, from what it had formerly been, (\$1,000 per annum,) to a monthly sum at the rate of \$420 per annum, furnishes no palliation of his conduct in having previously charged an exorbitant rent; and that his subsequent increase of the rent, about the 1st December, 1838, to a monthly sum at the rate of \$800 per annum, for which the building is now rented to the United States, is, in reference to rents generally in St. Louis, unauthorized. In reference to one fact set forth in paragraph 56 the court will remark, that if any thing be wanting to show the little interest George K. McGunne-gle (in whose name the rents of this storehouse have been habitually charged against the United States) has in the matter, compared with that manifested by Lieutenant Colonel Brant, corroborative proof of the fact that he is not the sole or real owner of the property would be found in the circumstance that said McGunne-gle seemed not to be aware that a reduction of the rent to \$420 per annum had been made, until the account for the rent for September, 1838, was shown him, and that then he could only conjecture the cause, viz: that it was not wholly occupied by the Government stores—"we had goods of ours stored in it at the time"—a fact of itself injurious to Lieutenant Colonel Brant; for, if the reduction of the rent of the warehouse was occasioned by its being in part only occupied by the public supplies, he was guilty of signing a false certificate, in making it appear, as he did, by his certificate attached to the account for the rent for September, 1838, (which purported to charge rent for the entire building,) that the entire building was rented to the United States, unencumbered by claims of other persons to storage room therein. It appears also, (which may further explain McGunne-gle's interest in that property, and his knowledge of the rents upon it,) that said warehouse was rented in the months of October and November at the same rate, \$420 per annum.

Finally, on this subject of warehouses and rents, the court is of opinion that Lieutenant Colonel Brant has failed in his duty to the Government, by not having advertised, or given public notice during several years past, that a storehouse was wanted for the public service. The court is confident in the opinion that, had such public notice been given, a suitable warehouse could have been obtained in a sufficiently convenient part of St. Louis for the Government business, and large enough for all the supplies usually here, for from \$650 to \$700 per year, during the last three years.

The court is of opinion, from the facts stated in paragraphs 57, 58, 59, 60, and 61, that Lieutenant Colonel Brant has had a pecuniary interest, in some shape, in the houses of Hill & McGunnegele; Hill, McGunnegele, & Way; and McGunnegele & Way: that Lieutenant Colonel Brant's large loans to them, and his heavy liabilities for them, make and made it his policy to aid in preserving their solvency, and in promoting their welfare.

The court is of opinion, that, from the pecuniary interest Lieutenant Colonel Brant is proved to have had, and to have, in the firm or firms aforesaid, all purchases made of them, or of either of them, and all contracts or agreements for supplies, or for services, made with them, or with either of them, by him in his capacity as an officer of the Quartermaster's Department, were, (within the period the General Regulations of the Army, published in 1825, were in force,) in violation of the 993d paragraph of said regulations; and further, that all such purchases, whether by contract or otherwise, were in violation of the spirit, if not the letter, of the 1st section of the act of Congress, approved May 22, 1812, entitled "An act to amend an act entitled 'An act to establish a Quartermaster's Department, and for other purposes.'"

The court is of opinion that Lieutenant Colonel Brant, in making purchases of the aforesaid firms, or of either of them, of articles totally out of their ordinary line of business, (see paragraph 62,) such as wood, coal, straw, wagons, harness, &c. &c., not only evinced an extraordinary and improper anxiety to throw the public money into their hands, but, in so doing, he precluded that fair and open competition essential to the establishment of fair and just prices in the market.

The court adjourned *sine die*.

E. CUTLER,

Colonel 4th infantry, President of the Court.

J. F. LEE,

Lieut. ordnance corps, Judge Advocate, and Recorder.

DEFENCE.

COURT-ROOM, ST. LOUIS, March 9, 1839.

Mr. President and Gentlemen of the Court:

The length of time which has been taken up in the present investigation, the great number of witnesses examined, and the vast mass of depositions collected, fully distinguish it from ordinary cases. Whatever may be the result, these proceedings will present undoubted and enduring proof of the zeal and industry used by the author of the allegations, in his efforts to establish them; no imputation of negligence or indifference can be laid at his door.

The order No. 43, convening this court, directed it "to examine into the transactions of Lieutenant Colonel Brant, deputy quartermaster general, relative to his administration of the affairs of the quartermaster's department on the St. Louis station, and as set forth in the matters of accusation and

imputation found in the papers and statements reported and communicated to the Quartermaster General by Captain Crosman, assistant quartermaster." On the application of the acting Quartermaster General, an order of the Secretary of War, dated the 7th of November, 1838, directed that, in addition to the allegations made by Captain Crosman, "all matters of accusation, from whatever source they may emanate, which may be brought against Lieutenant Colonel Brant, without restricting the scope of its inquiry to time or place, be investigated by the court."

By this last order, the whole course of my military life, commencing in 1814, is thrown open, not to Captain Crosman alone, but to the world, and subjected to criminal accusation; no wonder, then, with so wide a range, and with every requisite disposition to make it available, that the present formidable array of accusatory matter is presented.

Some of the allegations are rather vaguely shadowed forth, but I believe they are substantially as follows:

1st allegation—additional.—Charge of instructing the captain of the steamboat "Chieftain," in 1830, to collect board from the officers of a detachment of United States troops at the rate of 70 cents per day, with the intention of applying it to my own emolument.

2d. Allegations of partnership with Hill & McGunnege; Hill, McGunnege, & Way; and McGunnege & Way.

*3d. Allegations as to rents, viz:—*1. Using my own buildings for warehousing public stores, and having the vouchers for the rents made out in the names of William Hill and of George K. McGunnege.

2. Charging the United States a rate of rent for said buildings much higher than other buildings, possessing equal accommodations, could have been obtained at.

3. Charging the Quartermaster's Department for the full rent of the entire building, and, at the same time, charging to, and receiving from, the Indian Department, storage on goods kept in the same building, the account therefor being made out in the name of George K. McGunnege.

4. Charging the United States rent for a room in his own dwelling, used as an office, and having the vouchers therefor made out in the names of said Hill or said McGunnege.

5. Charging full rent to the Quartermaster's Department for a room in his own house as an office, and charging, at the same time, full rent to the Indian Department for the same room; vouchers therefor being made out against the United States in the name of George K. McGunnege.

4th allegation—additional.—For employing his own slave, Richard Morgan, in 1836, as a laborer, and having an account made out against the United States for sixty-one days' labor, at the rate of one dollar per day, in the name of said Morgan, as though he had been a free man, and had, as such, signed said voucher.

5th allegation—additional.—Charging the United States, in his report of September, 1837, for the labor of Samuel F. Reinecke as being employed in working for the United States, when said Reinecke was kept doing work for the benefit of Lieutenant Colonel Brant on his own plantation.

6th allegation—additional.—Buying two canoes of John Kimball, at \$3 each, and paying for them with the public money, when said canoes were used to feed horses out of, on the plantation of Lieutenant Colonel Brant; for which feeding Lieutenant Colonel Brant charged the United States at the rate of \$3 per week for each horse.

7th allegation—the Darneille case.—For buying horses, &c., for the Government with notes of hand; buying horses unfit for Government service; and for taking a voucher, signed in blank by John Darneille, and filling it up with an amount greater than that actually paid Darneille, and thereby defrauding the Government.

8th allegation.—For pasturing public horses on his own plantation: this exhibits three charges of improper conduct, viz:

1. Keeping public horses on his own plantation;
2. Not feeding and tending them properly; and
3. Charging a rate higher than others would have done for keeping horses at said time.

In specifying them as above, I designate such as the prosecutor preferred since this court first assembled, by appending thereto the word "additional."

Should any discrepancy be discovered between the records of the court and my statements, I trust a sufficient apology for it will be found in the fact, that the court has refused to let me take a copy of the record, and declined furnishing me with one. (See decision of the court, page 50.) I have been nearly twenty-five years in the service of the Republic, and more than twenty of them in the Quartermaster's Department, sixteen of which I have been stationed at this post.

Even by those who have pursued the quiet tenor of their way in the comparatively unexposed routine of private life, and who have not been placed in situations eminently calculated to bring them in collision with the interests, feelings, or prejudices of their fellow-men, a scrutiny of all their business transactions, extending through so large a portion of the usual term of human life, might well be considered a severe ordeal; but to one who has been occupied in discharging the duties of a disbursing officer, and expending large sums of public money—whose official acts, if honestly performed, and with a due regard to the public benefit, must give frequent umbrage by his refusing to consult individual interests—it is doubly trying. It affords an opportunity to every one who has a real or supposed cause of complaint, whose anticipations of a profitable contract have been defeated, or whose plans of speculation have not been realized, to vent his griefs on the public functionary (and that, too, in a case like the present, where the accusation is not limited as to time or place) without much danger to the accuser. All circumstances considered, I am inclined to concede that Captain Crosman has been quite moderate as to the period of time within which he has made his collection of criminatory matter: it covers only the last eight or nine years of my life.

The first of my official acts on which it has been sought to fix the character of criminality, related to the transportation of a detachment of troops from Jefferson barracks to the Walnut Hills, in the State of Mississippi, during the fall of 1830. A contract was made with the captain of the steamboat "Chieftain" to carry the troops for the sum of \$600, which included a cabin passage for the officers in command of them. By the practice then prevailing, officers travelling in steamboats, on duty, were only furnished with transportation by the Government, and had necessarily to pay the steamboat for their board on the passage. Being aware of this, (as he has stated on his second examination,) Captain Crosman, who accompanied those troops as assistant quartermaster, applied to me and requested that I would make an arrangement with the captain of that boat, by which the officers should not be subjected to pay as high a price for the board of themselves

and servants as had theretofore been usually the case on similar expeditions; at the same time, expressing a willingness to pay the amount of their ration commutation, 80 cents per day, as compensation for their board. The arrangement was effected as desired, for 70 cents, in place of 80 cents per day. While on the way, Captain Crosman went on to state, [see his testimony on this head, pages 145 *et seq.*,] that one of the officers (Capt. Loring) obtained from the clerk of the boat an official letter, addressed by me to the captain of the steamboat, dated in November, 1830, the substance of which was: when he should have landed the troops, according to contract, at the point designated, to transmit to me the certificate of the officer commanding the detachment (Captain Lewis) to that effect, together with an account of whatever money had been paid to the boat by the officers for board, deduct it from the sum of \$600, the amount of the contract, and *let the balance be placed on the books of Hill & McGunnegle to the credit of him (Shalcross).* The contents of that letter, Captain Crosman went on to say, he distinctly remembered (and, on his cross-examination, [see page 156,] he repeated the assertion very positively) gave great offence to the officers, and they refused to pay for their board at the rate agreed upon, unless Captain Shalcross would assure them that the money was for his own emolument, independent of the \$600. This Captain Shalcross could not do; and nothing for board was paid. On consultation among the officers, Captain Lewis was requested to procure a copy of the obnoxious letter, write to me a history of the circumstances just detailed, and inform me that they had no wish to avoid paying a just claim for their board, though they had declined handing it over to Captain Shalcross, but would give it to any officer authorized to receive it. "In February, 1832," Captain Crosman continues, "I returned to St. Louis, and Lieutenant Colonel Brant was almost the first person I met. As I had defended him from the imputations of the officers when on board the 'Chieftain,' I felt anxious to apprise him of what had taken place, being confident there was some mistake in the matter, which he could rectify, and which would place his conduct in a different light from the one it was viewed in by them. He remarked, 'it was all right, in reality; that his clerk, Mr. Haverty, had omitted to insert in the original contract (copies of which had been shown to us) that the amount of the officers' board was to be paid by them and deducted from the contract price.'" Captain Crosman goes on to state: "I afterwards ascertained that no such clause ever had been inserted in the original contract; and, of course, after all the correspondence and conversation among officers about the transaction—it having been a topic of frequent discussion among them at Fort Jesup, Sabine, and in Florida—it left a very unfavorable impression on my mind, and a belief that Lieutenant Colonel Brant was interested in the house of Hill & McGunnegle."

But this was not the only belief which arose in Captain Crosman's mind touching the contract with the master of the steamboat "Chieftain." On his cross-examination, [page 157,] this question was put to him:

"*Question by Lieutenant Colonel Brant.* State whether, within the last four or five years, when conversing with officers of the army relative to the contract and arrangement made by Captain (now Lieutenant Colonel) Brant with the captain of the steamboat 'Chieftain' in 1830, you have not insinuated, or intimated your belief or opinion, that if the officers had settled for their board at the rate specified, the Government would not have been benefited by it, but that Captain (now Lieutenant Colonel) Brant would have been the gainer thereby."

To which he answered :

"I believe I have, since 1834 or 1835. Since I became satisfied that no such clause was in the contract by which the money was to be paid, as I had been naturally led to infer from the conversation of Lieutenant Colonel Brant, I *have* thought it, and expressed myself openly to that effect."

Captain Crosman admits (page 157) that repeatedly, and in different parts of the country, viz: Jefferson barracks, at Fort Jesup, Camp Sabine, and in Florida, he had spoken of, and freely commented upon, the official misconduct imputed to me concerning the contract with the steamboat "Chief-tain," in the presence of officers of the army; and, among others, to General Jesup.

Here was a charge which, if true, must destroy the reputation of any man; it is of long standing, most industriously circulated, and at length relied upon before this court. Strange as it may appear, after the circumstances, tone and manner with which Captain Crosman detailed the conversation between him and myself relating to it, I most positively affirm that I never heard it mentioned prior to the sitting of this court. Had it been the case, surely a due regard for my own character would have induced me to take some step towards refuting it. And I do not know any reason why I should have declined or neglected to afford the necessary explanation, when explanation was so easy. Copies of the letters respectively sent by me to the officer commanding the detachment, and the captain of the steamboat, (which were proved by Mr. Haverty, clerk in the quartermaster's office, a witness called by the court, to be correctly taken from the originals, and truly copied in the letter-book containing my official correspondence,) were exhibited to the court, and are to be found at pages 159, 160.

From the testimony of Mr. Haverty, (see page 158,) it appears that the originals were put on board the steamboat. The letter to Captain Lewis says: "It has been agreed on between Captain Shalcross and myself, that the officers, including the acting assistant surgeon, shall pay seventy cents each, per day, for board; that the sutler shall pay the same per day for his board, and ten dollars in addition for his passage; and that his stores shall be transported at the rate of fifty cents per hundred pounds."

That to Captain Shalcross is so short, that I give it in full. It is as follows:

ASSISTANT QUARTERMASTER'S OFFICE,

St. Louis, November 23, 1830.

DEAR SIR: When you shall have discharged the troops and stores at their place of destination, be pleased to obtain the certificate of the commanding officer to the enclosed contract, setting forth the due performance of its stipulations, and enclose the same to this office, with a statement of the amount received by you from officers, &c. This will enable me to close your account, and pay over the balance to Messrs. Hill & McGunneagle.

With respect, your obedient servant,

J. B. BRANT, *Assist. Quartermaster.*

Capt. S. SHALCROSS, *Steamboat Chieftain.*

A copy of the contract, which will be found at page 144 of the record, was enclosed in each of the original letters. These documents, one would think, were not very mysterious in their purport, yet great offence was taken at the instructions contained in that to Captain Shalcross. On the 14th December, 1830, Captain Lewis wrote to me requesting an explanation; *his* letter, and *my* reply, dated 5th January, 1831, are to be found at pages

154 and 160. It seems very strange that, with these things fresh in my mind, I should not once have adverted to them when Captain Crosman, in February, 1832, impelled by motives of friendship, as he has told us, made me acquainted with the construction which the officers on board the "Chieftain" had given to my conduct, in directing the captain to collect from them the board money.

As the captain of the "Chieftain" had refused to contract for the transportation of the officers, unless the Government agreed to pay for their board, and as the Government regulations did not at that time permit or warrant my paying for their board, it appears to me that the best possible arrangement, under the circumstances, was the one I made. The captain of the boat was the most proper person to whom they could pay the money for their board, and he, on receiving it, was to apply it, in part, towards the liquidation of the debt due to him from the United States. There was certainly nothing in all this intended to wound the delicate sensibilities of the officers on board the "Chieftain;" just the reverse of it. I thought it would be less disagreeable to their feelings to pay their boarding to the captain, or his clerk, than to settle it in any other way. On such a simple state of facts, malice and misrepresentation raised an outcry against me, which has been heard at so many different places; which has been so often and so loudly repeated, that the voice of Truth has been lost amid the echoes of Falsehood.

Nursed by the fostering care of Captain Crosman, it brought odium on my name where I was personally unknown, and engendered hostility towards me among men to whom I was a stranger in all the relations of life. To the impartial mind of Captain Crosman, my letter to Shalcross also bore internal evidence of my being a partner in the house of Hill & McGunnegle, and he accordingly misconstrued that part of it which informed the captain of the "Chieftain" that, when he made known to me the balance due, it should be paid to Hill & McGunnegle, the agents of the boat, into saying that it should be placed to *his credit on the books of that firm*.

The most ordinary occurrences his jaundiced thoughts have discolored, and his imagination perverted, until it has become, in some measure, difficult to recognise their real shape or hue.

The allegation of being a secret partner in the house of Hill & McGunnegle; Hill, McGunnegle, & Way; or McGunnegle & Way, comes next in order; and to sustain it, the accuser, whose mind seems to have been stored with some new principles on the law merchant, introduced a great variety of circumstances: as, that I frequently endorsed the paper of each of those firms; that I had made frequent purchases from them, on public account; that steamboats, of which they were part owners, had often been employed for the transportation of public stores. But his greatest reliance, as proof of partnership, seemed to be "*common report*." He sought to make up for the want of legal evidence, by the number and respectability of the gentlemen called as witnesses. The oldest and wealthiest of our mercantile community were examined on this point; yet not one of them *could* or *did* assert that he had ever known me to perform an act which would identify me as a partner in any one of the firms named. He seemed to be laboring under an obliquity of legal vision as to what constituted proof of partnership; for instance, several merchants who had at different times been directors in banking institutions in this city, were asked whether the fact of my partnership had not been canvassed in the board, when the paper of any one of the abovenamed firms was offered; but they invariably answered that

there never was any evidence of it, and that, consequently, my endorsement was taken. Now this, if testimony at all, went to negative the idea of a partnership. I refer to the testimony of Mr. Collier, (page 131,) Mr. Lindell, (page 161,) Mr. Glasgow, (page 184,) and Mr. Edward Tracy, (page 186.) The last named witness states, that, from his being intimately acquainted with myself, as well as with the individuals who respectively constituted the various firms of Hill & McGunnege; Hill, McGunnege, & Way; and McGunnege & Way, he should, had I been a partner therein, have been most likely to know it; yet expressly declares that he does not believe I was at any time a partner in either of them. Mr. J. C. Dinnies, a former clerk and book-keeper for several years in the house of Hill & McGunnege, says he never considered me as being a partner therein. I refer to the whole of his statement, beginning at page 171. All these witnesses were summoned against, not for me. In short, not merely did Captain Crosman fail in supporting his allegation of a partnership, but he absolutely made the reverse appear to be true. Mr. George K. McGunnege, a partner of the houses of Hill & McGunnege; Hill, McGunnege, & Way; and McGunnege & Way, who was called for the defence, removed every shade of suspicion, by explicitly swearing that I had never been a partner in any of those concerns, (see page 271.) We live in a jealous and prying world, when the extension of kindness to a friend can subject the doer of it to invidious remarks, and where selfish motives can be attributed to our most praiseworthy actions. I lay claim to no great credit for the exercise of any extraordinary liberality in pecuniary affairs; yet, *even I* may have, in some instances, been governed by a desire to serve one who had been for years the inmate of my house, without having any personal or interested object in view.

To the charge of renting my own buildings as warehouses to the United States, and having vouchers and receipts signed, for the amount of the rent charged, by persons to whom that property did not belong, I oppose the positive testimony of Mr. McGunnege, a gentleman of property, standing, and unimpeachable veracity, and thoroughly known to be such in this community.

It is true, that that profound jurist, Captain G. H. Crosman, who scouted at the idea of its being insinuated that he was the real prosecutor in this case, did not consider Mr. McGunnege a competent witness, and filed a written objection to that effect, (see appendix,) which was by the court overruled; yet, the opinion of Captain Crosman to the contrary, I believe the oath of Mr. McGunnege will not be doubted.

The buildings alluded to in the allegation are, a brick building on the corner of Second and Laurel streets, occupied as a quartermaster's store; and a frame building adjoining, situate on Second street, then used for the subsistence department. At page 272, and following, of the record of this court, will be found the following questions to, and answers by, Mr. McGunnege:

"Question by Lieutenant Colonel Brant. Do you know the lots of ground situate on the corner of Second and Laurel streets, and the building thereon? If so, state from whom they were purchased, and how the brick building thereon has been occupied since its erection; also, as to the frame one on Second street, adjoining it.

"Answer. I know the lots of ground, and the buildings thereon. Both lots were purchased of Pierre Choteau, sen., by Lieutenant Colonel Brant,

on account of Hill & McGunnege, and for their accommodation. The first purchase was on the corner of Second and Laurel streets; it embraced more ground than the lot purchased subsequently, and may have contained two lots; I think it did. The brick building has generally been occupied by the quartermaster's department, and the frame by the subsistence department.

"Question by Lieutenant Colonel Brant. Who furnished the necessary funds for the purchase of the abovementioned lots, and paid for the erection of the buildings thereon?

"Answer. We refunded to Lieutenant Colonel Brant, in March and July, 1831, the amount paid by him for these lots. Major Brant made the contract for the erection of the buildings, and superintended them. We paid for the erection of the brick building, partly through Lieutenant Colonel Brant, and partly to the workmen themselves. The frame on Second street was built in the winter of 1836-'7, during my absence from St. Louis at Jefferson city, as a member of the Legislature; part of the money has been paid to Lieutenant Colonel Brant, and part to Whitehill, the builder. I cannot say whether all the money has been repaid to Lieutenant Colonel Brant, as we have never had a settlement in full since that time.

"Question by Lieutenant Colonel Brant. State why the legal title to said lots and buildings was vested in Lieutenant Colonel Brant, and not in the real owners.

"Answer. William Hill, one of the partners, continued to be harrassed by old demands against him from Pittsburg, and he did not wish to make the property of Hill & McGunnege liable for his debts, which would have been the case had the deed been made to Hill & McGunnege. Besides, they were desirous of placing it in the hands of Lieutenant Colonel Brant, as collateral security for funds borrowed of him, and liabilities which he incurred by endorsing for the firm. Said property was to be conveyed to Hill & McGunnege, or their assigns, whenever he was called upon for that purpose, provided all moneys due to him had been paid, and all liabilities for the house cancelled, or otherwise satisfactorily secured.

"Question by Lieutenant Colonel Brant. State whether Lieutenant Colonel Brant derived any pecuniary advantage from the rent paid by the United States for those buildings.

"Answer. None whatever."

In addition to this direct evidence that I had no interest whatsoever in those buildings, there is the corroborating testimony of Mr. Spalding, (page 296,) a member of the St. Louis bar, who proved the execution of a deed from William Hill to George K. McGunnege, in the year 1835, of his interest in said real estate. (See page 296.)

The following question was put to Mr. Spalding, and answered by him, [same page:] .

"Question by Lieutenant Colonel Brant. Were you personally acquainted with William Hill, deceased, late a partner in the house of Hill & McGunnege? If so, state whether you had any knowledge of his pecuniary circumstances, and, so far as you can, what they were.

"Answer. I was well acquainted with William Hill, from the time he first came here until his death. I knew his circumstances, from having had much to do with him professionally, principally with claims against him which followed him to this place. He came here a man of broken for-

tunes, and was insolvent for many years after he came here. I deemed it advisable to compromise claims against him, without suit—some at one-third. For a small one I got judgment, and made the amount on execution. He could not have owned real property in his own name in this city, without its being seized on by legal process.”

Here, then, the fact is distinctly proved, that I did not own the buildings used as public warehouses; the legal title, indeed, was in me, but the reason therefor was developed, and the necessity for so doing arose from the insolvency of William Hill.

No argument is required to strengthen the statements of Mr. McGunne-
gle, borne out as they are by those of Mr. Spalding, and sustained by the collateral proof of a deed having been executed by William Hill for the same premises several years before Captain Crosman commenced his laborious researches. If the court confide in the veracity of Mr. McGunne-
gle, this accusation falls to the ground; if it do not so confide, no words of mine, I am persuaded, could influence it; and I have no wish to dilate upon this head. Immediately connected, however, with the charge of owning those buildings, is that of having received double rents; this principally refers to the account for storage of Indian goods. I will endeavor to set forth this matter plainly, and with as much conciseness as possible. In the fall of 1835, a quantity of Indian goods was sent by the Commissary General of Subsistence to the quartermaster at this place, with instructions to have them stored until wanted. The articles in question were bulky, consisting of ploughs, looms, wheels, &c.; they were put in the quartermaster's store, but it was soon found that they took up so much room that there was not sufficient space in the building to accommodate them and the stores proper of the quartermaster's department. An arrangement was then made with the house of McGunne-
gle & Way to furnish storage for an amount of quartermaster's stores equivalent in size to the Indian goods. Thus, the latter should remain in the quartermaster's store, and a like quantity of the former should be placed in other warehouses occupied by that firm. This was done, and an account made out in the name of George K. McGunne-
gle, against the United States, for the storage of Indian goods. Such continued to be the practice up to the 1st July, 1837, since which time there has been no money paid for the storage of said Indian goods in that warehouse. The correctness of this statement is verified by two witnesses, Messrs. Haverty and McGunne-
gle, at pages 167-'8, 274. Mr. Haverty says, in reply to the question put, “During a portion of the time that those Indian goods were in the quartermaster's store, a large quantity of public stores (quartermaster's and subsistence) were stored in a plank warehouse of McGunne-
gle & Way's, in consequence of a want of room for them in the quartermaster's store, it being occupied, among other things, with those Indian goods. For this extra storage no extra charge was made by McGunne-
gle & Way, as it was understood a charge would be made for the Indian goods. I viewed it as a matter of accommodation between the parties. This was in the years 1835, 1836, and 1837. I cannot state the length of time the public stores remained in the house of McGunne-
gle & Way; sometimes for short periods.”

The following question is then asked Mr. Haverty:

“*Question by Lieutenant Colonel Brant.* Do you know whether the Government, by the arrangement spoken of, received an equivalent?”

“Answer. Sometimes more than an equivalent, at other times not so much; it varied. Sometimes goods were placed in the warehouse of McGunnegle & Way on Water street. On the whole, I should say that the facilities afforded were equal to the price charged for the Indian goods.”

Mr. McGunnegle, on being asked (see page 273) this question, “State how it came that storage was charged by you on goods belonging to the Indian department, which were kept in a building rented by the United States, and occupied by the quartermaster's department?” answers:

“We being contractors for the Government to furnish commissary and subsistence stores, the stores furnished by us were continued in our warehouse on Laurel street after we had delivered them to the Government agents. On several occasions Lieutenant Colonel Brant had not storage, and we were requested to furnish it, the quartermaster's store being full. As a compensation for the extra storage thus furnished at various times, we were paid by a charge on the Indian department for storage of articles belonging to that department stored in the quartermaster's building, it being thought by Lieutenant Colonel Brant that the Indian department should bear its proportion of the expense of storage. This occurred in 1835, 1836, and 1837.”

Here, then, the apparent charge for double rent is done away, and would have been readily explained to Major Hitchcock in 1837, if, in place of concealing from me his suspicions of my conduct, (see his testimony, page 97,) he had, with the frankness becoming a brother officer, requested me to inform him how such a charge came to be made against the Indian department, for goods stored in a building exclusively rented for the use of the Government. No such liberality of feeling, however, has been extended to me; the slightest seeming irregularity is seized upon as undoubted evidence of guilt, without an opportunity of refutation or explanation being allowed, until it has assumed the imposing form of an “allegation.”

The last offence imputed to me, connected with the subject of double rents, is that of charging office-rent twice for a single room in my private dwelling—once to the quartermaster's, and once to the Indian department, during the same period of time.

I trust that the testimony of Mr. Haverty, and that of Major Hitchcock, will efface it from the calendar of crime compiled against me by my accuser. At page 163 will be found the following question and answer:

“Question by Lieutenant Colonel Brant to John Haverty. During the period Lieutenant Colonel Brant was acting military disbursing agent for the Indian Department at this place, was, or was not, an additional room rented by him for an office for said department? If so, state whose it was.

“Answer. Certainly there was an additional room occupied. There were two rooms in the basement story of his house; in one of these I wrote, in the other the quartermaster, and the clerk employed in the Indian department. If it should be considered of any consequence, I would further state, that neither was exclusively used for the business of either department, nor was either of the clerks exclusively employed on the business of either department; they mutually assisted each other.”

“Question by the court to Major Hitchcock, (page 106.) You have said that you transacted business with Lieutenant Colonel Brant in the basement story of his house, and that he appeared to have two rooms in use as offices;

please state whether one of the rooms was, or was not, used by Mr. Haverly, the clerk of Lieutenant Colonel Brant, for the quartermaster's department, and the other by Lieutenant Colonel Brant for the quartermaster's department and Indian department at the same time; and do you know of any different arrangement with regard to the rooms, either before or since the time you relieved Lieutenant Colonel Brant as disbursing agent for the Indian department?

"*Answer.* Colonel Brant usually sat in one room and Mr. Haverly in the other. That the business of the quartermaster's department was transacted in one room, and that of the Indian department in the other, I do not know; nor do I conceive it was necessary, to entitle him to charge for two offices; I consider that he was entitled to two, and had two."

On his cross-examination, (see page 104 :

"*Question by Lieutenant Colonel Brant to Major Hitchcock.* Were there not two distinct apartments in the dwelling of Major Brant occupied as offices, at the time you relieved him as disbursing agent for the Indian department?

"*Answer.* There were; and I remarked at the time to Captain Crosman, (when he was taking down the minutes from the book which has reference to office-rent, whose object, it seemed from the minutes, was to show an unnecessary charge for office-rent,) that Lieutenant Colonel Brant had used two rooms—one for an office for the Indian department, and the other for the quartermaster's department, and *that he had better let that matter alone.* Captain Crosman then said that he wanted to prove something else by the minutes."

The accounts against the Government for the rent of these rooms were made out in the name of George K. McGunneple, and signed by him. This was the practice where an officer was entitled to an office, and used a room in his own private dwelling for that purpose, when stationed at this post. It prevailed before I came to St. Louis; it was pursued by other disbursing officers, viz: Major Biddle and Major Wright, late paymasters; it had been acted on by my predecessor, the late Captain James McGunneple; and when I was assigned to this station, I applied to General Jesup for permission to do the same, which was granted. (See my letter to General Jesup, and his reply, pages 255, 256.)

Thus, then, two things are clearly manifest: 1st. That office-rent was *not charged twice for the same apartment*, but that two rooms were actually occupied as offices. 2d. That Captain Crosman *knew the allegation to be unfounded* at the time he preferred it; but even the advice of Major Hitchcock, "that he had better let that matter alone," was disregarded, in his avidity to swell the number of his allegations.

Many persons were introduced to show that the rate of rent allowed for the building corner of Laurel and Second streets was too high. For a part of the year 1836, and the whole of the year 1837, the brick building was charged at \$1,000 per annum, and the frame building adjoining at \$450. These rates exceeded those at which most of the witnesses valued them; but, looking at the rates of rent paid from the time the brick building was first occupied by the quartermaster's department, they were *below* the averages stated by the witnesses called against me. I did not wholly rely on my own opinion as to the fair rate of rent; I submitted it to two most respectable and intelligent merchants of this city—Messrs. Edward Walsh and

John B. Sarpy; it was upon their written appraisalment, to which their names are signed, in the words and figures following, that I agreed, on behalf of the Government, to pay \$1,000 per annum for the brick building:

"ST. LOUIS, *November 14, 1836.*

"We, the undersigned, having been called upon by Major J. B. Brant to state what, in our opinion, should be the rent of the warehouse in this city at present occupied by the United States, for this and the ensuing year, are of opinion that the said warehouse is worth the annual rent of one thousand dollars during said period.

"ED. WALSH,
"JOHN BT. SARPY."

But, even admitting that I paid too much, still, as it is proved that I derived no pecuniary advantage therefrom, it amounts to no more than an error of judgment, involving no moral turpitude or official misconduct.

Before concluding my observations relative to rents, I will take a passing notice of the testimony which was delivered by Messrs. Kingsbury, McGunnege, and Haverty, as to the rent paid by the quartermaster's department for rooms in the stone warehouse owned by me, and situate on Water street, being a part of the same buildings occupied by Hill & McGunnege. Mr. William Hill, to whom those buildings were originally rented, has been dead several years; and Mr. George K. McGunnege, who became his partner after Hill had been in possession of them one or two years, could only state the number of rooms appropriated to the exclusive use of the quartermaster's department, and the yearly rent paid by Hill & McGunnege, after he became a partner, for that portion of the building in which they kept their merchandise. By comparing the rate of rent specified in the vouchers signed by William Hill, and made out against the United States, with that paid by the firm of Hill & McGunnege, and ascertaining the number of rooms respectively appropriated to each, (that is, to the firm, and to the quartermaster's department,) it will appear that the sum must have been a fair one. As William Hill had his private apartment in the same quarter of the building where the public stores were deposited, and as the vouchers were all receipted by him, the natural conclusion would be that he sub-let to the Government. Were he now living, this point would not be left to surmise or conjecture; in its present aspect, I can merely appeal to the legal presumption arising from certain facts, as excluding the conclusion that I was the person who rented to the Government.

The next allegation is that of employing my own slave, Richard Morgan, mentioning him in my report as a laborer for September, 1836, and having an account made out in his name against the United States for sixty-one days' labor, at \$1 per day; he signing the voucher therefor as a free man. It is true that I employed my slave above named, as a laborer in and about the public business. It is equally true that the same witness who proves it, (Mr. Haverty,) states, in reply to the inquiry whether the slave "Richard," in the summer of 1836, was an able-bodied man, (see page 203,) "So much so, that I much preferred him to any other person; he had acquired great facility in handling casks, barrels," &c. Again, to this question:

"*Question by Lieutenant Colonel Brant to John Haverty.* State whether you know any other laborer, who could have been procured at all times for the public service, as capable, industrious, and honest, as Richard Morgan;

and whether his being employed facilitated the despatch of the public business."

He answers: "I know of no person who could have been got by the job, equally suitable; his being employed greatly facilitated the despatch of the public business. I had every confidence in his honesty, and am well satisfied no one equally well qualified could have been procured on the same terms. A person well qualified might, perhaps, be hired by the quarter."

If this testimony be taken all together, (and that is the rule of law, unless there appears to be a gross improbability in it, such as to utterly discredit the witness,) the reason for using my own slave is obvious. That it was a saving to the Government, is equally clear. There was an exact account kept by Mr. Haverty of the time he worked, and his working time *only* was calculated. The rate of \$1 per day was lower than the usual one of laborers' wages in 1836. (See testimony of Haverty, page 203; of P. Bartlett, a master mechanic, page 258; of R. N. Moore, a stonemason, page 256; and of P. Gorman, page 259; all concurring in fixing the wages of a laborer in 1836 at \$1 25 to \$1 50 per day.)

At that time I was, and even now am, unconscious of having violated any regulation of the service, by employing and charging for the services of my slave under the peculiar circumstances of the case; assuredly, I reaped no pecuniary advantage therefrom, beyond what I might have obtained for the same services when bestowed about the business of a private person. Labor was scarce and dear, the demand for it great, and its current price over what I received.

I would here refer to the fact imbodyed in this charge, namely: "that the voucher was signed by my slave," to demonstrate, beyond the possibility of doubt, that no fraud was intended. If such had been intended, surely I should not have had the document signed by my slave. His quality, as my slave, was notorious; and it would have been absurd to have had the voucher signed by him, with a view of imposing him as a free man on the Government. No; the object was to show, distinctly and truly, the nature of the charge; and the signature of my slave was affixed, and the charge was made in his name, on the same principle and for the same reasons that the charge for office-rent was made in the name, not of myself, but of a third person. If fraud had been intended, surely a fictitious name could readily have been inserted.

It is alleged that, in my official report for September, 1837, there is a charge of \$25 for the labor of Samuel Reinecke, when, in truth, said Reinecke was engaged, not for public business, but in taking care of horses on my plantation for my benefit. My answer to it lies in a narrow compass: There is but one public voucher signed by Samuel Reinecke in 1837; that one is for \$25; and it is stated in the voucher [see page 74] to be "for going express, hunting horses, and going with a drove of them to Fort Leavenworth." It is also proved that said Reinecke went, during that year, as a public express from St. Louis to Fort Leavenworth, and also assisted with a drove of public horses from St. Louis to Manchester, a place about twenty miles from here. [See testimony of Kimball, page 74.] It is evident, therefore, that the \$25 paid to Reinecke by me must have been for his trips to Leavenworth, Manchester, &c., and not, as he supposed, for tending horses.

It is not very surprising if Mr. Samuel Reinecke should not be exactly aware whether he was, on a particular occasion, employed by me in my of-

ficial, or in my private capacity. He certainly was engaged in the summer of 1837 by me, both on public and private business; and he did not pretend to say that \$25 was the entire remuneration paid to him for his various services in that year.

Next follows an accusation of buying two canoes from John Kimball, at \$6 50 each, and paying for them with the public money; when said canoes were used in feeding horses on the plantation of Lieutenant Colonel Brant, for the keeping of which horses he charged the Government \$3 per week each.

The only evidence adduced by Captain Crosman to sustain the charge is the testimony of J. T. Swearingen, and the voucher signed by John Kimball, which sets forth two canoes, at \$6 50 apiece. This voucher bears date in May, 1837. [See page 197.]

The testimony of Mr. Swearingen I give in full, as an apt illustration of the acute legal acumen of Captain Crosman, and his logical deductions from given facts.

"James T. Swearingen, re-examined, (pages 209, 210:)

"*Question by court.* Did you see the troughs out of which the United States horses were fed on Lieutenant Colonel Brant's plantation in the summer or autumn of 1837? and, if so, what kind of troughs were they? were there any canoes among them?

"*Answer.* I did. Most, if not all, were canoes.

"*Question by court.* Do you know what afterwards became of those canoes? Did you, or not, see them afterwards? if so, when, and on what occasion?

"*Answer.* I do not know that I ever saw them afterwards.

"*Question by court.* Did you attend an auction sale at Lieutenant Colonel Brant's plantation last autumn or winter? and were there any canoes for sale, or sold, on that occasion?

"*Answer.* Yes; there were some canoes sold there. I cannot say they were the same I had seen before.

"*Question by Colonel Brant.* Did you see any canoes on the hill west of the road leading to Bellefontaine? and, if so, how many did you see there?

"*Answer.* I saw five or six on the hill. Yes, there were canoes on the east side also, where the horses were fed.

"*Question by Colonel Brant.* Do you know whether the canoes which you saw on the plantation of Lieutenant Colonel Brant had been purchased from John Kimball in the month of May, 1837?

"*Answer.* No."

This is the testimony gravely relied on to convict me of swindling the Government to the value of \$13! Two canoes were bought for the United States, by me, of John Kimball; several canoes—the number not stated—are afterwards seen on my plantation, and horses feeding out of them; and subsequently, at the sale of my stock, crop, and farming utensils, some canoes are sold. Ergo, they are the same bought of John Kimball on account of the United States; and I, therefore, have defrauded the Government of \$13! On what weak and frivolous pretences will strong passion seek to cover with obloquy the object of its long-cherished hatred. But for my indignation at the malignity of the motive, I should feel somewhat amused at the folly of the attack.

I come now to examine the charge of buying horses unfit for Government service with a private note of hand, and taking a voucher for them in

the name of John Darneille, signed by him in blank, and filled up by me with an amount greater than that actually paid to said Darneille; thereby defrauding the Government.

I confess that I approach the discussion of this charge with no little anxiety, the court having heretofore declared that "it could not but condemn the frequent and gratuitous attacks in Lieutenant Colonel Brant's papers addressed to it upon a witness whose veracity remains unimpeached, and is, so far as the court knows, or has a right to believe, unimpeachable." [See record, page 314.] The witness alluded to in this decision was John Darneille; and, as Darneille positively swore to all the facts necessary to sustain this allegation, and as the court, at the date of the decision above set forth, professed to have entire reliance on his "unimpeached veracity," I may well feel the difficulty of endeavoring to shake an opinion no doubt as conscientiously entertained as it was clearly and emphatically expressed. The opinion of this court, however, is not, by the law of the land, made final; there remains another and higher authority, by which it is to be approved or rejected; and, notwithstanding the high respect in which I hold it, I shall defend myself precisely as I should have done if no such opinion had been avowed, and present my case, so far as I can, fully and fairly to the reviewing officer, from whom, perhaps, it may receive a more favorable interpretation. The testimony of Darneille is, in some respects, straight to the point; it is not disfigured by any doubts as to a correct recollection of the facts essential to prove me guilty. If his memory ever falters, it is only when questioned as to what, if admitted by *him*, might possibly make in *my* favor.

Three sets of vouchers made out in the name of Darneille, and severally dated the 13th, 21st, and 26th of June, 1837, were shown to him: those of the 13th and 26th he said were correct; that of the 21st was incorrect. He had signed the duplicate receipts of that voucher in blank, and the body of it was not filled up when signed by him. Further: he had not been paid the gross amount specified in the receipt. He gave a minute detail of every item, and stated, not the *exact* sum in cash given him, but that it *probably* amounted to \$200, and could not have *exceeded* \$300. He thought what he allowed Walker for the animals got of him was in and about \$500, being the face of one of the two notes of hand delivered to him by Lieutenant Colonel Brant. Of one thing he was *certain*: that the difference between the value (\$500) of the stock taken from Walker, and the gross sum specified in the receipt of 21st of June, 1837, had not been paid to him by the quartermaster. I wish it to be borne in mind that all the preceding testimony was given after a letter, bearing date the 25th of April, 1838, addressed by the witness to Captain Crosman, [page 42,] had been submitted to his inspection. This letter contained details as to the description, price, and number of the animals mentioned in the voucher. To the showing of this letter to Darneille prior to his giving, under oath, a narrative of all that transaction, I objected, [page 46;] but the objection was overruled by the court, and the letter handed to the witness, who was then asked if the list therein gave a true statement of the prices allowed by him to Walker; to which he replied, "I believed, when I wrote that letter, that its statements were correct. I believe so now;" [page 43.]

"*Question by court to John Darneille.* Did you not receive, in some form or other, from Lieutenant Colonel Brant, the amount specified in the receipt

attached to the three vouchers for horses and a pair of oxen, which now appears above your signature in said voucher?

"Answer. The vouchers dated June 13th (for \$340) and June 26th, 1837, (for \$506 50,) I think have nothing wrong in them. I think I received the money—the amount of money—stated in them. With regard to the other voucher, dated June 21, 1837, for \$1,045, I am confident I never received any thing like the amount there stated. I think I received from Major Brant something between \$200 and \$300. My wages for my services in going up to Franklin county and bringing the horses here were \$50, and I advanced for the purchase of the horses some money, which was returned to me. I think, however, that \$300 would cover all I received."

Darneille states [see page 46] that, on his trip to Franklin county, he gave cash (exclusive, of course, of the note on Walker) for three horses: one at \$90, one at \$80, and one at \$65. "I do not recollect that I paid cash for more than three horses." In the answer immediately preceding he speaks of \$50 as his own compensation for going to Franklin county, and that his expenses, \$27 50, were also defrayed by Colonel Brant.

Now add together—

1st. Walker's note	-	-	-	-	-	\$500 00
2d. Cash paid by Darneille for three horses, viz: \$90,						
\$80, and \$65	-	-	-		\$235 00	
His compensation	-	-	-	-	50 00	
His expenses	-	-	-	-	27 50	
						<hr/> 312 50
						<hr/> 812 50
Add for difference in swap of mule	-	-	-	-	-	70 00
						<hr/> 882 50
Deduct this from the voucher of 21st of June, 1837, viz:						
amount of voucher	-	-	-	-	-	1,045 00
						<hr/> <hr/> 162 50

Leaves the above sum of \$162 50 as the overcharge in the voucher, and as the amount of which the Government was defrauded by me, according to Darneille's account.

Now Mr. Darneille, though blessed with an excellent memory, is not a very correct calculator. He acknowledges payment to have been made to him in full of the horses which he bought for cash in Franklin county, his compensation, and his expenses: those three items make \$312 50; yet he swore positively that he did not receive over \$300—probably not to exceed \$200. The discrepancy between his figures and his oath might not be remarkable in one who did not pretend to accuracy; but Mr. Darneille is *exceedingly precise*, and repeatedly refers to his *memoranda* as refreshing his recollection. We shall see hereafter how carefully he preserves his memoranda.

On the cross-examination appear the following questions and answers:

"Question by Lieutenant Colonel Brant to John Darneille. Had you any transaction with Major Brant on the 21st of June, 1837, other than in relation to the statements contained in the voucher signed by you on that day?

"*Answer.* I do not recollect to have had any other transactions, nor do I recollect the precise day when I signed the voucher, because there was no writing on it when I put my name there.

"*Question by Lieutenant Colonel Brant.* On the 21st of June, 1837, did Major Brant, as agent of the Government, or otherwise, owe you any money, except on account of the trip to Franklin county, and the horses by you purchased there?"

"*Answer.* I am not certain about dates, but I do not recollect of any other accounts."

These, I should imagine, to a mind of even ordinary intelligence, would appear tolerably simple and direct inquiries, not of mysterious or embarrassing import, but of a character to remit the mind of the witness specially to the date mentioned, (21st June, 1837,) and cause him to reflect whether he then had any business relations, either private or official, with me, other than those already named.

"*Question by Lieutenant Colonel Brant,* [page 47.] You admit you received some cash for the purchase of the horses, &c.; of what description was the cash—bills or specie? Did you receive it at the quartermaster's office, or at the bank?"

"*Answer.* I think it was gold, and I think I received it in the quartermaster's office from Major Brant."

These questions were put and answered on the 6th day of December, 1838. (See record, page 47.)

At a subsequent examination, (see page 316,) Darneille says that the amount of gold thus advanced for the purchase of horses in Franklin county was \$100. Therefore there would have been due to him, on the 21st of June, 1837, by the United States, \$212 50, on behalf of the purchase of horses in Franklin county, taking his account of the matter to be the true one; but add to this the \$70, as the money allowed for the swap between the horse and the mule, and \$282 50 will be the total which could possibly have come into his coffers from the quartermaster's department on that day.

By the evidence given on the part of the defence, on the 4th of February, 1839, H. L. Clarke and William C. Anderson (see record, pages 244, 245) establish, beyond all contradiction, that, between the 21st and 23d June, 1837, two checks, in the words and figures following, were paid to John Darneille at the agency of the Commercial Bank of Cincinnati in this city, he having, in his own proper hand, endorsed them:

"WILLIAM C. ANDERSON, Esq.:

"Please pay J. Darneille three hundred and seventy dollars.

"\$370.

"J. B. BRANT, Q. M.

"June 21, 1837."

Endorsed—"JOHN DARNEILLE."

"WILLIAM C. ANDERSON, Esq.:

"Pay to the order of John Darneille one hundred dollars.

"\$100.

"J. B. BRANT, Q. M.

"June 21, 1837."

Endorsed—"JOHN DARNEILLE."

Here, according to my judgment, (erroneous probably,) was a palpable discrepancy—at least so far as figures went.

Darneille denied that he got more than \$282 50 on the 21st June, 1837, while these troublesome checks proved he must have had \$470; which, added to the \$100 advanced in gold, and the Walker note, would be—

Checks	-	-	-	-	\$470
Gold	-	-	-	-	100
Walker	-	-	-	-	500

\$1,070

Being \$25 over and above the sum total of the voucher of 21st June, 1837, which was \$1,045. If we allow, however, for some slight variation as to the real amount of the Walker note, there was a close correspondence between the amount of the voucher and the aggregate of these different sums paid to Darneille on the 21st June, 1837.

Here I supposed the question would rest, and no further calls be made on Mr. Darneille to exert his powers of testifying. I was mistaken. On the 27th day of February, 1839, just 2 months and 21 days after his first examination, he reappears; and I give the questions and answers:

“Question by the court. On what account did you receive the sum of \$100 upon the check drawn upon W. C. Anderson, in your favor, by J. B. Brant, quartermaster, on the 21st June, 1837; and on what account did you receive the sum of \$370 upon the check drawn upon W. C. Anderson, in your favor, by J. B. Brant, quartermaster, on the 21st June, 1837?

“Answer. I think the sum of \$100 was given to me on settlement of an account of the horses brought by me from Franklin county; the check for \$370 was given to me by Lieutenant Colonel Brant; \$70 of it I paid to Swigert, in the swap between the mule and the horse; the remaining \$300 was an advance made to me by Lieutenant Colonel Brant to purchase horses in Illinois, which I afterwards delivered to him. I receipted to him for the \$300. There were not more than three or four days between my settling with Lieutenant Colonel Brant for the horses brought from Franklin county, and my purchasing the horses in Illinois. I am certain that the \$370 were for the purposes just mentioned, and for none other.

“Question by the court. How was the balance due you on the settlement of the account of the horses brought from Franklin county paid to you? Was it all paid and included in the check for \$100?

“Answer. I cannot say; I have forgotten how much I received. I do not remember receiving any other amount than the \$100.

“Question by the court. Had you been shown the two checks drawn in your favor by Lieutenant Colonel Brant on the 21st June, 1837—the one for \$100, and the other for \$370—could you have immediately explained what those checks were for?

“Answer. I could have explained it, as I have done. The check for \$370 I found, on reference to some memoranda, was for the purpose I have stated; and the \$100 check, I presume, was on account, as also stated. When I saw those checks first, I did not remember about them precisely. I saw the checks previously in Mr. Lee's office.

“Question by Lieutenant Colonel Brant to John Darneille. Were you told that there was a contradiction between your previous testimony and the evidence given before this court afterwards on the part of Lieutenant Colonel Brant? If so, state by whom.

"*Answer.* I was told by Mr. Clarke, a clerk in the bank. Captain Crosman also inquired of me about those checks, and asked me if I recollected them.

"*Question by Lieutenant Colonel Brant.* How does it happen that you now recollect having received on the 21st June, 1837, or thereabouts, \$300 as an advance with which to purchase horses in Illinois, and that you did not state that fact on your previous examination?

"*Answer.* I now recollect it, in consequence of having been told that checks had been exhibited in my favor for sums of money which it was alleged I had received on account of the purchases made in Franklin county."

On the examination of Lieutenant J. F. Lee, the recorder and judge advocate of the court, (see page 325,) he stated as follows:

"*Question by Lieutenant Colonel Brant to Lieutenant John F. Lee.* Did you send for, or suggest to others to invite to your office, John Darneille? If so, for what purpose?

"*Answer.* I did not send for, or suggest to any one to invite, John Darneille to my office. I explained to Captain Crosman what those checks were meant to prove, and told him he ought to inquire of Darneille about it. I further told Captain Crosman that he had better not bring Darneille to my office. I was sent for, and found Captain Crosman, Darneille, and some other person at my office.

"*Question by the court.* Did John Darneille, while at your office, see the record of this court, or any part of the testimony of any other witness given before this court?

"*Answer.* He did not; he looked at the checks, and said, in answer to some questions of Captain Crosman, that the handwriting on the backs of the checks was his; and, after some little reflection, said on what account the \$370 check was given. Captain Crosman asked him why he had not stated it to the court; Darneille asked me what he had stated to the court; I turned to the record, and read to him his two answers on the subject. He said, (either before or after I read him those answers, I do not know which,) in explanation of that subject, that he had not thought of mentioning it, as he knew Lieutenant Colonel Brant owed him nothing on the 21st June, 1837."

The testimony of Lieutenant Lee was given some days after the re-examination of Darneille; but I think this the proper time to introduce it, that the court may see how thoroughly the latter was forewarned that his testimony was inconsistent, and conflicted with the existence of collateral facts proved on the part of the defence. Even the admirable memory of Mr. Darneille slumbers for between two and three months, and then only revives responsive to the genial touch of his assiduous and ever-watchful compeer, Captain Crosman.

Well, Mr. Darneille makes his second appearance, fully prepared to supply all former omissions, and reconcile all seeming discrepancies. Has he succeeded? Let his first and second revelations be placed side by side. On the *first*, he says that he had no other transaction with me, of a public or private nature, on the 21st June, 1837, than the settlement of the voucher of that date; on the *second*, he says that I advanced him \$300 to purchase horses in Illinois. On his *first*, he said he could not have received over \$300, and perhaps not to exceed \$200 in cash, exclusive of the advance in gold, on account of the horses bought by him in Franklin county; on his

second, he is positive that the check for the \$100 was the only sum paid him—in addition, of course, to the gold—on that account. Is this an elucidation? If it is, Mr. Darneille has suffered, and is clearly a loser to the extent of \$112 50. He gave \$235 for horses, his pay and expenses were \$77 50, equal to \$312 50; while \$100 in gold, and a check for \$100, made the whole of his receipts!!

I had filed an objection to the re-introduction of Darneille. [See pages 300, 301.] The court decided against me. Though surprised at the ingenuity of Mr. Darneille, I was not overpowered; there was yet another check upon him. Mr. Childs, the paying teller of the Bank of Missouri, was produced and sworn on behalf of the defence.

“ Question by Lieutenant Colonel Brant. Look at this check, bearing date 21st June, 1837, in favor of John Darneille or bearer, for \$206 70, and state whether you believe the amount of that check to have been paid by the bank, and to whom.

“ Answer. It was paid to John Darneille. I recollect the circumstance from the fact that the check was directed to the Commercial Agency, and paid by me through mistake. I had been clerk in the Commercial Agency, with which Lieutenant Colonel Brant had been in the habit of transacting his business; I was at the date of the check, and am now, paying teller in the Bank of the State of Missouri. The check was paid on the 21st June, 1837.”

Several questions were put to Mr. Childs by the court, [pages 312, 313.] In all his answers he states that, to the best of his knowledge and belief, he paid the amount of the check to Darneille, with whose personal appearance he was acquainted. The testimony of Childs was corroborated by that of Mr. H. L. Clarke, [pages 310, 311,] and that of Mr. Haverty, [page 321.] Once more, then, Mr. Darneille had failed to recollect what had transpired on the 21st June, 1837.

I was informed by the court that he would be recalled; I again objected, [see page 313 and appendix 55,] and my objection was again overruled.

His third and last appearance.

“ Question by court. Are you sure that the check for \$206 70, made payable to you or bearer, and dated 21st June, 1837, was not on account of the horses, &c., procured from Walker, or on a settlement of that transaction?

“ Answer. I could not have received this check and the one for \$100, on account of the Walker transaction; all the sums that I received on account of the horses brought from Franklin county did not equal the amount of these two checks.”

To the next three questions of the court, each of his answers is, that he does not recollect! [See page 314 and following.]

He does not recollect whether he presented the check for \$206 70, drawn on the Commercial Agency, for payment at the Bank of Missouri; he does not recollect whether he presented in person, or paid away, the checks given him by Lieutenant Colonel Brant on the 21st June, 1837; he does not recollect to have been paid any money on a check given by Lieutenant Colonel Brant, by Mr. Childs, teller in the Bank of Missouri, in the latter part of June, 1837!

“ Question by court. Do you believe that if all checks, paid to you by Lieutenant Colonel Brant, on public account, were produced and shown to you, you could state or identify those that were given you on account of

each of the vouchers, dated the 13th, 21st, and 26th of June, 1837, for mules and horses purchased for the United States?

"*Answer.* I think I could of all, except the voucher of the 21st June, 1837."

What a falling off was here! That memory, which at the commencement of the court was so vivid, irradiating every thing that had ever flitted across it, had now undergone an eclipse.

I shall now transcribe the third cross-examination of Darneille.

"*Question by Lieutenant Colonel Brant.* At the time you were purchasing horses for the quartermaster's department in 1837, how did you keep your accounts? Did you enter the money advanced to you by Lieutenant Colonel Brant in that year to purchase public horses? Did you keep books?"

"*Answer.* I did not keep regular books. I kept memoranda of some transactions, by entering such of them as I thought necessary in a small book. My transactions being considered cash and short settlements, it was not necessary to keep books. I did not always enter in my memorandum the money advanced to me by Lieutenant Colonel Brant.

"*Question by Lieutenant Colonel Brant.* How much money did Lieutenant Colonel Brant advance to you, with which to purchase horses in Franklin county in 1837? Was it entered on your memorandum-book?"

"*Answer.* One hundred dollars in gold. I do not recollect of his advancing me more than that for that purpose. I did not enter it, as well as I now recollect.

"*Question by Lieutenant Colonel Brant.* Was not the amount of the voucher of the 13th June, 1837, paid to you before you went to Franklin county? Was it not paid part in cash, and the balance in a check for \$110?"

"*Answer.* Yes, the amount was paid before I started to Franklin county; part was paid in gold, to a man named Bush, from whom I bought two of the horses described in the voucher of 13th of June; the third was mine. I believe the check was given me in payment for him.

"*Question by Lieutenant Colonel Brant.* You stated the last time you were examined, that, when the checks were shown you at Lieutenant Lee's office, you did not exactly remember all the circumstances; but that, on looking over your memoranda at home, they were more strongly impressed on your mind: will you please state what kind of memoranda you made, and produce the book to the court?"

"*Answer.* I did mean to state that, on seeing the checks at Mr. Lee's office, I endeavored to recollect the purposes for which they were given; and I did ascertain, from reflection and a reference to my memorandum-book, that the check for \$370 was received for the purpose before stated. I was confirmed in my recollection by seeing the memorandum book; but without seeing it, I could have said that I believed the \$370 check was, in part, an advance for the purchase of horses. I gave the memorandum-book to my child the other day to play with; I do not know whether I can produce it."

Here the witness was requested to go home and bring the memorandum-book. On his return he said: "I could not find it; but if there be a doubt about the \$300 of the \$370 check being an advance for the purchase of horses, I can establish the fact by William Adkins, who was present at the conversation between Colonel Brant and myself. I will send for him, if the court wish."

The court directed a summons to issue for William Atkins, but he never appeared before it.

Mr. Darneille was particularly unfortunate : his memorandum-book could not be found, and his corroborating witness, his father-in-law, did not attend !! Let us now glance back and inquire whether Mr. Darneille has told a plain unvarnished tale about his moneyed transactions of the 21st of June, 1837. Is there a reasonable doubt as to his obtaining the amount of the check for \$206 70 of that date ? On his last examination, he will not undertake to assert that he did not ; his former bold disclaimers had dwindled into a feeble "I do not recollect"—that last refuge of the prevaricating and the uncandid. I apprehend that the business relations of a gentleman who condescends to buy horses for the quartermaster's department are not of such magnitude that, if he had really had other dealings with me in my official capacity on the 21st of June, 1837, than those to be found in the voucher, he would not have remembered, and could not have described them. If he did not show any others, and yet got the money, the rule of evidence and common sense will presume it was paid on foot of the receipt signed by him. If we believe Darneille, the Government was defrauded by me of \$162 50, by the voucher which, he says, he signed in blank, dated 21st of June, 1837, and which was filled up for \$1,045. Now, he expressly admits that the voucher for \$340, of the 13th of June, 1837, was settled prior to his starting for Franklin county. There were but three purchases of horses made of him after the 13th of June, viz: the vouchers of the 21st and 26th of June and 7th of July. Let us add them up :

June 21st	-	-	-	-	\$1,045 00	
June 26th	-	-	-	-	506 50	
July 7th	-	-	-	-	120 00	
					<hr/>	\$1,671 50
For the last item there is a check payable to him for	-	-	-	-	120 00	
The voucher of 26th of June he also admits to be correct, and paid in part by the \$370 check, and part by check payable to his order, and endorsed, for \$206 60	-	-	-	-	506 60	
Then charge the Walker note	-	-	-	-	500 00	
Check of 21st of June, 1837	-	-	-	-	100 00	
Balance of check for \$370, dated 26th June, 1837					70 00	
Advance in gold	-	-	-	-	100 00	
Check of 21st of June, 1837	-	-	-	-	206 70	
					<hr/>	1,603 30
Difference	-	-	-	-		<hr/> <hr/> 68 20

Thus there remains, in place of the \$162 50, only \$68 20 to be accounted for, even adopting the ideas of Mr. Darneille : provided, however, that the check for \$206 70 is taken into the calculation ; and although Darneille does not acknowledge it, I imagine he dares not deny it. The testimony of Childs, Clarke, and Haverty is rather too strong to be overthrown by the "*Non mi ricordo*" of John Darneille.

Is it strange that, in the multiplied affairs of my official station, I should not be able to point out, with preciseness, how this variance of \$68 20 has occurred, not in my accounts, but between the *reminiscences* of John Dar-

neille and receipts acknowledged to be under his own signature? That is a task which I shall not attempt; enough for me that, out of his own lips, I convict him of gross, if not wilful falsehood.

I saw, in the progress of the investigation, that the court did not view with a favorable eye my holding back the different checks drawn in favor of Darneille. It was the mode recommended by my counsel, and one which I learn from him is of every-day practice in courts of justice, when a witness is under examination whose fairness, whether from personal hostility or otherwise, the opposite party suspects. It is one of the most searching tests of truth. Has the testimony of John Darneille stood that test? But I was unwilling to trust him; and, I ask, was there not ground for distrust?

The court, in one of its decisions, when commenting on a letter of mine which argued that the bare fact of John Darneille's contradicting the truth of the statements contained in a writing signed by himself was a circumstance which, *per se*, threw a shade of suspicion over his testimony, condescended to traverse the position there assumed. It would be a profitless effort for me to combat the deliberate legal conclusion of the court; but I will venture to affirm, as a general rule, (to the soundness of which every lawyer of professional eminence will readily assent,) that any witness who, under oath, denies the correctness of a written instrument proved to be signed in his name and in his proper hand, thereby renders himself obnoxious to suspicion, unless it be shown, by other testimony, that he signed the paper in blank, through mistake or in ignorance of its contents. Was there not, besides this, other and ample room to raise suspicion in my mind as to the veracity of this man? Let the record of this court be calmly and diligently scrutinized, and I will cheerfully abide the result of that scrutiny.

He first makes known, by circulating it about, that I had procured him to sign public vouchers in blank, and volunteers an affidavit to his letter of 13th of April, 1838, (see appendix, No. —.) On the vouchers being exhibited, he alleges that the sum inserted was greater than that received. He professes to be the author of his own epistles to Captain Crosman, (see page 42;) yet he is proved by Captain Wickliffe (see page 62) to have penned one of them on the prompting of Captain Crosman's clerk!! On his cross examination (page 49) are these questions and answers:

"Question by Lieutenant Colonel Brant to John Darneille. Had you and Major (now Lieutenant Colonel) Brant any misunderstanding at any time about a horse or horses you wished to sell to the United States?

"Answer. When I sold Lieutenant Colonel Brant the horses mentioned in the voucher of June 26, 1837, (I think the horses in this voucher are the ones I have reference to,) he got, as I supposed, angry at me in consequence of my wishing a bigger price than he was willing to give. He said I asked too much for the horses, and could not purchase any more for him. I told him he need not fly into a passion about it. He said he did not permit me to tell him whether he was pleased or angry. I excused myself, and walked out of the office. I might add, too, if it be necessary, that I thought he misused me. I say, however, that the misunderstanding has no influence on me in giving my testimony here."

Honest, cool, and impartial Mr. Darneille! how could any one dare to suppose that this little altercation influenced *you*, under oath, particularly when you endorse your own veracity by swearing to it? Immediately after, we find this:

" *Question by Lieutenant Colonel Brant to John Darneille.* Was there personal hostility on your part towards Major Brant in consequence of the misunderstanding between you and him about the prices of the horses ?

" *Answer.* No, sir ; it was a matter too small for me to hold personal animosity against any gentleman about."

Here is dignified forbearance and a Christian spirit !

" *Question by Lieutenant Colonel Brant to same.* Have you publicly spoken in terms of hostility relative to Major Brant ?

" *Answer.* I have publicly stated part of what I have stated to this court ; whether that was hostile, I leave this court to judge ; but that was all I have stated, to the best of my recollection."

Nothing evasive in the last reply ; no sneer conveyed by, no sly taunt lurking in, the question with which he answers the interrogatory. One question and answer more :

" *Question by Lieutenant Colonel Brant to same.* Did you ever speak of having signed blank receipts to Major Brant until there had been a misunderstanding between you ?

" *Answer.* I have no recollection of the precise date at which I did mention it."

How happy is Mr. Darneille in the faculty of memory ! *His is* really a good one—it retains only what he wishes to remember, and excludes all that his interests or his feelings would consign to oblivion.

There was a slight circumstance which transpired at the close of the above examination, which the record of this court does not show, but which, I presume, may still be in its recollection. I therefore take the liberty of adverting to it, inasmuch as I thought it went to make manifest the strong desire of the witness that the fact of the dispute between him and myself should not weaken or diminish the force of his criminating testimony—he *applied to have that portion relating to the quarrel struck out!!!*

I would respectfully ask whether the above extracts do not abundantly denote heat of temper, cunning, the *will*, if not the *power*, to sting. But, though guarded and nicely balancing his form of words, it would not all do ; I uncloaked his animosity, and that, too, by a witness summoned on the same side as Darneille.

At pages 80, 81, is the cross-examination of B. W. Alexander :

" *Question by Lieutenant Colonel Brant.* Are you acquainted with John Darneille and John Calvert ? Are both or either of them unfriendly to Lieutenant Colonel Brant ?

" *Answer.* I have heard Darneille speak very roughly of Lieutenant Colonel Brant.

" *Question by Lieutenant Colonel Brant.* Please repeat some of the expressions used by Darneille.

" *Answer.* I have heard him abuse Lieutenant Colonel Brant ; I cannot repeat the language.

" *Question by court.* Did Darneille, on the occasion alluded to, speak as if he bore malice against Lieutenant Colonel Brant ; or was he merely complaining of Lieutenant Colonel Brant's treatment of him ? When and where did the abuse of Colonel Brant by Darneille occur ?

" *Answer.* The first time I ever heard Darneille speak against Colonel Brant was on the occasion of his buying a lot of horses which he said Colonel Brant refused to take : the horses, I believe, came from Illinois. Pre-

viously he had always spoken well of him ; he appeared to be very angry with him. This was in the summer of 1837.

" *Question by court.* Did he appear to be impressed with a revengeful feeling against Colonel Brant ?

" *Answer.* He appeared to be very angry ; made no threats."

He was very angry, then, notwithstanding he said the altercation respecting the Illinois horses was too small a matter for him to hold animosity against any gentleman about. Now the testimony of Alexander, that of Darneille himself, and the voucher for the Illinois horses, make it clear as the sun at noonday that there was no denunciation of fraud against me by Darneille prior to the 26th of June, 1837. The criminality of my taking blank vouchers never struck him before the quarrel took place ; then, and not till then, he made the discovery. Is it surprising, when a mortal blow is aimed at my character for integrity as a man and an officer, by one whom I *know* to be propagating malicious falsehoods, that I shall expose my means of defence to him as little as possible, and take all legal and honorable steps to defend myself from what I know, in my own breast, to be foul slanders ? If I did not, I should be alike traitor to the high and honorable profession of which I am a member, to myself, and to those who are far dearer to me than self. There is other circumstantial evidence on the record, of the interest which John Darneille takes in making this investigation result unfavorably to me. He requests Swigert to accompany him to the office of Captain Crosman, (see page 170,) that he may, doubtless, be interrogated and eventually called upon as a witness. He tells Mr. H. S. Clarke, at the Arcade bath-house, (page 310,) that *he knows and will defeat* the object for which Colonel Brant proved the payment to him of the \$100 and \$370 checks.

Charles Collins, originally, was one of the witnesses whom Captain Crosman had summoned ; and the purpose for which he was summoned is explained in the testimony of Collins, taken for the defence, (page 240.) It appears that, in the winter of 1837-'8, Captain Crosman was told by E. C. Marsh that Collins had signed blank receipts for Lieutenant Colonel Brant ; Collins was spoken to by Captain Crosman on the subject, who then informed him he would be wanted as a witness before the tribunal that investigated the allegations he had preferred against Lieutenant Colonel Brant.

The witness Collins says, [page 241 :] "Soon after the return of Lieutenant Colonel Brant from Florida, I called at his office, and asked him if he would have any objection to my examining some receipts which I had signed for horses and corn sold to the Government, two or three of which were signed in blank. He said he had none ; that I might examine any papers in the office. I accordingly, some time afterwards, went to the office ; the receipts signed in blank were shown to me ; I examined them, and found them all filled up with the sums I had received ; they corresponded exactly. I told this to Darneille, and advised him to go and examine. This conversation was held with Darneille after this court began.

"The two or three blank receipts were signed when I was buying horses, and was in a hurry for my money. I cannot designate the time ; my memory is bad as to time. I think Colonel Dodge and Colonel Kearney were here. Colonel Marsh appraised the horses. I went to Colonel Brant's office for the money for my horses ; Colonel Brant sent me to Mr. Haverly, who said that the account was not made out. I told him that made no difference, to let me sign a blank receipt, and he could fill it up ; all I wanted was the

money. He remarked that he did not like that mode of doing business, but gave the blank receipt, which I signed, and went into the other room to Colonel Brant, and got a check signed for the money. I think I gave a blank receipt for the corn sold in 1837, the price of which I thought was seventy-five cents per bushel, but, on examining the receipts, I found it was only seventy cents. I cannot state the circumstances under which I signed a blank receipt for the corn, but presume it was done under circumstances similar to the one which I gave for the horses—that I was in a hurry, and did not wish to wait for the account to be made out. I do not think that Colonel Brant was present at either time. Those, I believe, are the only cases of blank receipts that I recollect.

“Mr. Haverty is a particular man, and always insisted on the account being made out before the money was paid, or the receipt signed.”

Well, Collins is afterwards discharged without being examined; and why? Can any reasoning mind be in doubt? Because *John Darneille communicated to Captain Crosman this conversation between Collins and himself.* The testimony of Collins would be beneficial, not injurious to me; therefore his presence before the court was dispensed with.

I shall turn from further commenting on the personal hostility evinced by Darneille, and call the attention of the court to the pointed confliction between his evidence and that of Mr. Haverty, clerk in the quartermaster's office.

I am well aware that the relation in which that witness and myself stand to each other will cause his testimony to be cautiously received. He was, nevertheless, called by Captain Crosman in the first instance; he was re-examined by me: his evidence throughout, (and there are many facts detailed in it,) does not vary from, but is in accordance with, that of all the other witnesses who testified as to the same material facts or points—save and except John Darneille. The bias of the former is not more strongly for, than that of the latter is against me.

On his cross-examination, [page 168:]

“*Question by Lieutenant Colonel Brant.* Look at this voucher, dated June 21, 1837; state whether the handwriting in the body of it is yours. If so, can you recollect whether it was signed by John Darneille before you filled it up, as to the particular items comprising it, or with the gross amount at the bottom of it?”

“*Answer.* My impression is, that the items were not filled up or set out; but it was my invariable custom to write out the receipt before it was signed for the gross amount. The items were not probably specified. I have no recollection of this particular voucher, as distinct from others of a similar kind. I was in the habit of filling these vouchers.”

On a subsequent day, [page 180,] the witness explains that the above answer, in reference to signatures to accounts, was intended by him to apply only to horse purchases in 1837; and that he makes the explanation because he recollects two classes of accounts wherein the receipts were signed in some cases before they were filled up with the amount. The first were accounts for the transportation of officers' baggage, when the claimant resided at a distance, and knew not the number of miles allowed for the route travelled. Under these circumstances, the accounts were sent to the quartermaster's office with the receipt signed blank, to be filled up by the quartermaster. The second class referred to accounts growing out of the Black

Hawk war of 1832, many of which being made at a distance, and sent to the office for settlement, had the receipts signed in blank."

On the re-introduction of Mr. Haverty as a witness for the defence, [pages 321, 323, 324.] are the following questions and answers :

" *Question by Lieutenant Colonel Brant.* Look at this voucher, dated June 21, 1837, made out against the United States in the name of John Darneille, amounting to \$1,045. State in whose handwriting the receipt at the foot thereof is filled up, and, to the best of your recollection, whether the signature of John Darneille was there before or after it was filled up.

" *Answer.* The receipt is filled up in my handwriting; and, to the best of my knowledge and belief, when filled up, was not signed by John Darneille.

" *Question by the court.* Have you any recollection of the circumstances attending the making out of the voucher just shown you? Did you fill up the body of it? You stated on a former occasion, before the court, the manner in which similar vouchers were prepared by you, from memoranda furnished by the claimants in such cases; have you a remembrance of such memoranda, in reference to the voucher alluded to, as will enable you to identify the particular transaction? If so, state all you know about the matter.

" *Answer.* I have such a recollection. I filled up the body of the voucher. It was usual, in the press of business during the time of horse-purchasing, in 1837, first to embody the whole amount in the receipt, and specify the details subsequently, from memoranda. I think the memorandum from which I filled up this voucher was made in pencil, and given to me by Lieutenant Colonel Brant.

" *Question by the court.* Have you any particular recollection of this individual voucher for \$1,045, as contra distinguished from other vouchers; and that it was filled up in the receipt for that amount, before it was signed by Darneille? Did you see Darneille sign it?

" *Answer.* I have a particular recollection of this individual voucher for \$1,045, as contra-distinguished from other vouchers, from the circumstance of its having a charge for one yoke of oxen. I also recollect that the receipt was filled up before Darneille signed it."

Mr. Haverty afterwards gave an explanation of what might be supposed a discrepancy in his testimony, as follows: (See page of record 324.) He says: "In looking over the rough minutes of my explanation of yesterday, they do not seem to convey, clearly, the idea I intended to express in one particular. The expression in my testimony, the first day I was examined on the voucher for \$1,045, signed by John Darneille, was this: 'I have no recollection of this particular voucher, as distinct from others of a similar kind.' I meant this, at the time, and now mean it, to apply to the receipt and signature; that there is no peculiarity in the receipt or signature that would distinguish this from other vouchers of the like kind, in the manner in which the receipts were filled up and signed. Subsequent reflection on this voucher brought to my recollection circumstances which now satisfy me that my first impressions were correct, as given in former testimony in respect to this voucher, namely, that the items were not carried out until after the receipts had been filled up and signed."

But had the voucher been signed in blank, it would assuredly have constituted a peculiarity that would make this *distinct* from other vouchers of a similar kind; that is, vouchers for horse purchases in 1837.

Nothing can be more pointed than the variance or contradiction between these two witnesses, Haverty and Darneille; *the latter* swears that the receipt to the voucher of 21st June, 1837, was in blank; *the former*, that it was filled up when signed by Darneille.

If my guilt or innocence rested solely upon positive testimony, it would have to depend on which of these two was entitled to the higher degree of credit—Darneille or Haverty. But my defence has a broader and deeper foundation than the question of which preponderates in the scale of credibility—John Haverty or John Darneille. In all cases, John Darneille's excepted, (and there were, from sheer necessity, several of receipts signed in blank and sent to my office,) the persons interested, after comparing the memoranda with the vouchers, pronounced them truly filled up. (See testimony of Wm. Hempstead, page 177 and following; testimony of Charles Collins, page 241.) The latter dwells upon the fact, that when he wished, from the hurry of business, to leave his name attached to the blank receipt, Haverty protested against it, as not being a proper way of doing business. In the same answer, he speaks of Haverty as very particular. How is it that, with the unlimited range of my official acts as quartermaster, flung wide open to his prying gaze, neither the real prosecutor, nor his familiar spirit, John Darneille, is able to detect a flaw save in the voucher of 21st June, 1837? Why should a temporary fit of dishonesty gain possession of me on that occasion, more than any other of the numerous ones, when there was quite as little risk of detection? Mr. Darneille puts forth pretensions of being an honest man. "Out of his own mouth shall he be judged." In his letter of 11th April, 1838, (appendix, No. 20,) and when under oath, he narrates his having bought the animals of Walker, and taking a bill of sale; also, his buying other horses in Franklin county, for which he likewise took bills of sale: all those bills of sale, he says, were turned over to Colonel Brant, who appeared satisfied. This was perfectly right; he was giving an account of his stewardship. But, then comes that which does not tally with the assumption of honesty. Both in the letter and in the testimony, it is pretty much in the same words—in substance the very same. I quote from the letter, it being prior in time: "The next day he (Major Brant) requested me to say what I thought the horses above alluded to were worth. I went to the stables where the horses were; Major Brant was there. I then proceeded to show to him the horses, at the same time naming the price of each in turn. At the same time he (Major Brant) had a pencil and paper, and appeared to be setting down the prices as I gave them." There is a curious coincidence between the statement of Haverty and Darneille: the latter saw me take down the price of each horse with a pencil; the former states that he got the memorandum of the prices from me in pencil. But the query unavoidably intrudes itself: if Darneille put into my hands the original bills of sale, wherefore go to the stable and get him to affix a price to each horse? Darneille knew (none better than he) that I was guilty of a gross fraud on the Government if I charged one cent more for the horses than their actual cost and expenses to St. Louis. If I had the original bills of sale to arrive at this, it was merely requisite to add \$50 for his wages, and \$27 50 for the expenses; the rule of three would settle it to a fraction. One of two results is inevitable: either Darneille did *not* hand over the bills of purchase; or, if he did, he was conscious, when I requested him to name the price of each horse at the stable, and took it down, that I contemplated a fraud on the United States, to which *he lent himself*. Let him take which horn of the dilemma he

chooses; he has either uttered an untruth as to giving the bills of sale, or he has *knowingly aided me in perpetrating a fraud on the Government* and stands *particeps criminis*!! Is it the testimony of an individual who has placed himself in such a dubious attitude that is to degrade me in the estimation of all honorable men? I unhesitatingly pronounce it to be false that he gave me the bills of sale which he speaks of receiving in Franklin county; and false that he ever rendered me a list of the original prices, such as is contained in his letter to Captain Crosman of the 25th April, 1838. I do not by this mean to imply that *he* may not have got the animals from Walker and others in Franklin county at the prices named in that letter; indeed, the testimony of Mr. Barnes countenances that idea; but I do assert, in the most unqualified terms, that those were not the prices which he reported to me, nor the prices according to which he was paid. I shall not pass by the testimony of Swigert, or seek to slur it over; let it go for what it is worth. I can but oppose my disclaimer to the inference which I well know was intended to be drawn from it. Every man is more or less liable to misrepresentation; but is there any one who knows my general habits of business that would credit the fact that he avers, namely: that on being offered his horse for \$100, I declined, saying he did not suit the service, and in almost the same breath authorized Darneille to give in trade a mule, which he (Swigert) declares to have been worth from \$35 to \$40, and which he afterwards sold for \$35, and \$70 in cash for the same horse? I say it is incredible—quite as little worthy of belief as that Darneille had furnished me with the original bills of sale of the Franklin county horses; and that if I had it in contemplation to charge the Government more than was paid for them, I should make application to him to fix their prices; in other words, to *regulate the fraud* I was about to consummate, inform him of it, and place myself in his power, merely to realize one or two hundred dollars by base chicanery. I have estimated my share of understanding at a higher rate. I scarcely supposed that any one would think me capable of so gross a departure from common sense.

I shall now, in a few words, conclude the Darneille affair, by urging the court to look at it in all its various bearings. In the first place, the charge of my falsely filling up the voucher with a larger sum than the real one, stands on the testimony of John Darneille *alone*; there were no corroborating circumstances. Proof that he obtained the horses bought from Walker and others, in Franklin county, at lower prices than those mentioned in the voucher of 21st June, 1837, is not a corroboration, as he did not prove by *other testimony* that he ever informed me of those prices; neither does the fact that he will derive no pecuniary benefit from his showing the voucher to be false make him an impartial witness. Suppose Mr. Darneille's note for \$1,000 were in my possession; that he goes before the grand jury, and says he never executed such a note; that he had signed his name on a blank piece of paper, over which was afterwards written by Mr. Haverly a note in my favor for \$1,000, but without his knowledge or assent. This, an illegal construction, would be a forgery, and the law of Missouri would permit him to give testimony as a competent witness. But what would be his weight or credit before a court and jury? Not a feather; though in that, as in the present case, he would have no pecuniary interest, because, were he to convict *me*, it would not release *him* from paying the note, if he could not show, when sued upon it, by the testimony of a *third* person, that the instrument was a forgery.

Strip the case of all collateral testimony, and it stands simply thus : In my official accounts, the United States are charged on the 21st June, 1837, with the sum of \$1,045, being the amount paid to John Darneille for nine horses and one yoke of oxen. The vouchers are receipted in his genuine signature. Darneille appears, and insists that the amount of that voucher never was paid to him. I say it was, and point to the voucher. Imagine for an instant that I was not on trial ; that the merits of the controversy were merely debated between him and myself in conversation ; what would be the decision of an unconcerned auditor ? Would it not be this ? “ Mr. Darneille, the signature to the voucher being in your handwriting, the presumption is against you. Your assertion, and that of Colonel Brant, are antagonist ; neither preponderates ; the signature to the voucher turns the scale against you.” Is the case different now, because I am on trial and he is not ? By no means. He has the privilege of swearing—that is all. Does his oath erase his signature, or weaken my denial ? Neither. He has affixed a legal verification to the accuracy of what he before said—a privilege denied to me ; but that leaves it, in a moral point of view, just as it was before. It may be asked, wherefore I did not try to have the testimony of Walker ? I thought of it ; yet of what avail would it have been ? He might possibly have been more definite as to the amount of the note, and the prices of the animals he had sold ; but those were not in issue. The only issue is, whether the voucher of the 21st of June was true or false, of which he (Walker) could have had no knowledge. What quantum of official misconduct pertains to that portion of the allegation which charges my giving a private note of hand to buy public horses, I do not know. Darneille says he was told to get cash for the note if he could, and employ it in buying horses ; if he did not obtain cash, then to take horses at cash prices. According to his showing, they were taken at market (i. e. cash) prices. There was an effort made to prove that Walker was insolvent at the time Darneille went to Franklin county ; it did not succeed. I am not advised how that could change the features of the case. If Walker sold or gave animals to Darneille in payment of the note at a fair price, yet was utterly insolvent while so doing, does that affect the value of the animals ?

I conclude, therefore, by recapitulating the points taken in repelling this allegation : 1st. The mere swearing of Darneille that a voucher signed with his proper signature is false, ought not to be taken, uncorroborated, as sufficient to prove the fact. 2d. That the discrepancies in his own statements—the discrepancies between his statements and those of others—his deep personal hostility—his participation, if he is to be believed, in what he knew to be an intended fraud—his great minuteness of detail—his reference to his memorandum-book, as refreshing his memory—his failing to produce it when asked for it—and his flimsy pretence, or apology, for not producing it, *render him unworthy of credit.*

There is yet another part of the allegation, to which I will barely advert—“ the buying horses unfit for Government service.” What is there to substantiate that assumption ? I say it is gratuitous, and unsustained. True, Mr. Barnes (pages 113 and 114) expresses his belief that two of the horses got of Walker were unsuited for the dragoon service—one too clumsy, and the other too small. But was the purchase of horses in 1837 confined to dragoon or troop horses ? Were not horses wanted by the quartermaster’s department at that time, for pack and draught service ? Undoubtedly there were. The fact, therefore, that two, or even three of the horses bought

from Walker might not answer for mounting dragoons, does not prove that they were unfit for Government service; nor does it follow, if two or three of the Walker horses were condemned at Jefferson barracks and returned to the quartermaster, that they were originally unfit for the dragoon service. Just the reverse; they never would have been received by the 2d dragoons, and taken to the barracks, had they been judged to be unfit for troop horses. The various causes for which they were condemned there, and sent back, are fully explained in the testimony of Captain Bullock (pages 319, 320) and Sergeant Cedars, (pages 235, 236;) but among the reasons assigned why horses were condemned, it is nowhere to be found that they were condemned as being, when first received, defective in point of form, size, or action.

The eighth and last allegation relates to pasturing public horses, and divides itself into three heads:

- 1st. Keeping horses for the United States on my own plantation.
- 2d. Not feeding and tending them properly.
- 3d. Charging a higher rate than others would have done for keeping horses at said time.

I have freely admitted that those horses were kept on a plantation owned by me, and under the charge of William Dowler, in 1837. There never was the slightest thought of concealing that fact; it was just as notorious, and rather more so, that the plantation was my property, than that the horses were pastured and fed there. The colonel of the 2d regiment of dragoons, the officers of that regiment, the general commanding this department—all were fully aware of it. Yet no idea of criminality appeared to suggest itself to the mind of any of those persons, until Captain George H. Crosman, in the month of October, 1837, made the discovery: from that time, to the present, it has formed a prominent subject of vituperation against me. I can conscientiously declare that I not only did not wish, but that it was *against* my inclination, those horses should be pastured on that plantation. The particular part of the plantation on which the horses were pastured was a meadow containing in and about 40 acres. The purchase of horses for the 2d regiment of dragoons commenced in May, 1837. It was soon perceived that a secure and good pasturage would be required, to which the horses that were purchased and brought from a distance could be sent out. This was necessary, for two reasons: first, that there was not sufficient room in the livery-stables to accommodate so large a number of public horses, in addition to those kept on private account; (see testimony of Ambrose Bruen, pages 205 and 206;) secondly, that many of the horses which came on steamboats, on their arrival, were stiff in their limbs, and in a feverish condition, requiring pasturage.

"Question by Lieutenant Colonel Brant to Ambrose Bruen, (page 205:) Did Lieutenant Colonel Brant, at or about the time he commenced buying horses for the public service, in 1837, speak to you upon the subject of procuring a suitable place to keep the public horses at, in the vicinity of St. Louis?

"Answer. He did, and spoke to us of keeping them in the country, as we could not keep them in town, our stables being full; as were all the stables in town, pretty much, at that time."

Had the court conceived it proper to wait for the attendance of Oliver Dubois, or to have admitted his *ex parte* deposition, I should have been able to satisfy the court that it was only after having been disappointed in pro-

curing suitable pasturage elsewhere that the horses were placed under the care of William Dowler. Pastures in the vicinity of St. Louis are not very numerous; but to obtain one so early in the season was scarcely possible, for the reason, that they are generally meadow lands, and that the owners will not consent to have them appropriated to pasturage before the hay is cut.

The meadows are not cut earlier than the last of June or beginning of July; this was too late, for the horses for mounting the dragoons commenced arriving at St. Louis by the last of May, and the purchases continued until the month of August following. The pasture-fields on my plantation were peculiarly adapted for the public horses, they being amply provided with water and shade, and the grass extremely fine when they were first sent out there. No other individual would have permitted horses to go on his meadow before cutting. Mr. James Kennerly, a gentleman residing a few miles from St. Louis, on being asked what rate per head he would have charged for pasturing and grain-feeding horses on his meadow previous to its being cut, replied as follows, (page 261 :) "I would not have turned horses into my meadow before it was cut, at any price; they would have destroyed my meadow." "Hay was worth \$20 per ton that year." Again, in answer to the question asking the reason why he would not have agreed to take the public horses at any price in the summer of 1837, before the grass was cut, he says, (page 264 :) "Before the grass was cut, it would have destroyed my whole meadow for that season; at any rate, injured it materially." "The trampling of horses in wet weather destroys the roots of the grass."

Mr. W. C. Carr, (page 90,) and Captain L. Bissell, (page 59,) concur in making the same statement: they would not have pastured them at all, before their meadows were cut. Dr. B. G. Farrar, to the same effect; (see page 224.)

There was a further reason for pasturing the public horses on the plantation in charge of Dowler: its convenient distance from St. Louis—two and a half or three miles.

The public horses had necessarily, when first bought and brought in, either to be sent to livery or to the pasture; if the latter had been ten or twelve miles off, a great deal of time would have been lost, and expenses incurred taking them out and bringing them back whenever a requisition was made on the quartermaster for troop horses. It was also very desirable that they should all be kept at the same place; it would not have suited to have had them scattered about at different plantations, perhaps several miles apart. The court will perceive, by examining the testimony of Messrs. Bissell, Farrar, Kennerly, Walker, and Carr, that no one of them would have contracted to pasture and grain-feed any thing like as great a number of horses as appeared to have been fed by William Dowler on my plantation. Again: it was of great importance that the public horses placed under my especial charge should be kept in such a way as to be accessible to my immediate inspection; this, from the press of other official duties, then very heavy, would have been impossible, had they been located at several points, one, two, or three miles apart. In placing them under the care of William Dowler, I believed then that I was consulting and advancing the good of the service. I believe so now. If the court had deemed it proper that General Atkinson should have answered the question addressed to him by me, (page 249:)

"Question by Lieutenant Colonel Brant to General Atkinson. State, from your knowledge of all the facts, the quality of the pasture, its other advantages, its distance from this city, and the rate charged per week for feeding, whether you consider the public good was promoted by the public horses being kept on the plantation of Lieutenant Colonel Brant in the year 1837 :"

I am well assured he would have replied in the affirmative. But the court decided that the question should not be put to the witness.

I well know that the mere fact of public horses being pastured and fed on a plantation owned by the quartermaster intrusted with the care of them; exposes him to remark, and his motives to suspicion. I may, in so doing, have acted imprudently; but I know, at the same time, (and I think, on examining the whole evidence on the subject, the court will become satisfied) that I was not, and could not have been, influenced thereto by pecuniary views, or considerations of self-interest. I shall not consume the time of this court, nor fatigue myself, by wading through the huge mass of incongruous statements collected together from every one who had passed along the Bellefontaine road while the public horses were on my plantation, and expressed a casual unfavorable opinion as to their general appearance and condition. Of all the various wayfarers who took a glance at the horses, *en passant*, from P. M. Dillon and Hardage Lane, up to that experienced judge of horses, Mr. James T. Swearingen, who beheld, at the distance of several miles, a stupendous cloud of dust suspended over the pasture-field, there is not one whose opinion can be relied on, when opposed to the concurrent and consistent statements of the witnesses on the part of the defence. The latter did not acquire their knowledge of the condition and appearance of the public horses by simply riding along the road which bounded the pasture-fields; they were accustomed to see the animals repeatedly, and had their attention directed towards them. General Atkinson says, (page 248 :) "The condition of the horses was generally very good, judging from their appearance when brought down to Jefferson barracks."

William Gilpin, in 1837 an officer of the 2d regiment of dragoons, answers the following questions, (page 229, and following:)

"Question by Lieutenant Colonel Brant. State, as nearly as you can, the number of horses you saw on the plantation of Lieutenant Colonel Brant in the summer and fall of 1837, and their apparent condition."

"Answer. Judging from the number taken away by us, I should suppose there were over two hundred. I spent two or three hours in selecting the number I took away. They appeared all in good condition, under the circumstances—namely, being driven from the country and brought in steamboats; they were all in good condition as regards flesh."

"Question by Lieutenant Colonel Brant. State whether the horses in the pasture appeared to be grain-fed."

"Answer. On my second visit, I went through the pasture about an hour before sunset, the usual time of feeding; the horses were eating corn in the ear, out of troughs near the spring."

"Question by Lieutenant Colonel Brant. Were you daily in the habit of seeing the public horses as they were turned over by the quartermaster's department to your regiment? and, as far as you possess any knowledge, state their appearance, as respects their being well kept and plentifully fed."

"Answer. I was in the habit of daily seeing the public horses as they were turned over to the regiment, from the 28th of May until the 1st of August; they all had the appearance of being well fed."

Captain E. D. Bullock, of the 2d dragoons, (beginning at page 319,) and Captain Alexander, of the 6th infantry, (page 320,) confirm the above. Captain Turner, of the 1st dragoons, who was in the pasture on the 27th or 28th of August, which could only have been a few days before the last of the public horses were taken from there and sent to Florida, answers as follows: (see page 261.)

“ Question by Lieutenant Colonel Brant. Were you at the plantation owned by Lieutenant Colonel Brant, near this city, in which public horses were kept in 1837; if so, did you notice the food and attention given to them? What was their condition and general appearance?”

“ Answer. I did not see the horses fed or attended to in the pasture; they were in good condition; I think there was no great difference between those I took and those that remained in the pasture. I made two visits to the pasture, on the 18th and 20th of August. I received the horses on the 27th or 28th of August.”

This must have been as late in the season, if not later, than the day when the “cloud of dust” presented itself to the astonished vision of Mr. Swearingen!

Love, the blacksmith, who shod the public horses in 1837, (page 212,) and Sergeant Cedars, who was quartermaster-sergeant at Jefferson barracks in 1837, (page 235,) both unite in testifying to the fine general appearance and condition of those public horses. The cause of the bad appearance of some of the horses which were condemned and returned to the quartermaster, is accounted for by Captain Bullock (page 319) and by Sergeant Cedars, (page 235.) Captain Bullock, who accompanied the 2d dragoons on their march to Florida, says the horses performed and stood the march well; (see pages 319, 320.) From all this, I presume, we may conclude that the public horses kept by Dowler were amply fed.

But we are not left to surmises. On a question put to Samuel F. Reinecke, (page 35,) to inquire in what manner the public horses had been fed while on the plantation of Lieutenant Colonel Brant, in 1837, he answers:

“ The horses were fed part of the time on shelled corn and bran, sometimes on corn alone. The feed was two parts bran and one of corn; when bran was given, no hay was fed, while I was there, nor green corn given them. The feed was tolerably fair. There was a long dry spell, and the pasture got pretty low. Every one thought the horses improved when under my care.”

Again, he says, (page 36:)

“ The calculation was to give two gallons of shelled corn to each horse; this was the order of Major Brant.”

At page 64, in answer to a question put by the court to John Kimball, (who had previously stated that he had been engaged by me to superintend the public horses,) asking of him whether the public horses at the plantation of Lieutenant Colonel Brant had all been fed on grain, he replies:

“ They were given, during the whole time I was there, eight quarts of corn per day, mixed with twelve or sixteen quarts of bran; sometimes oats were fed. We endeavored to give a quantity of oats equal to eight quarts of corn per day. Oats were also mixed up with bran. When the grass was a good deal eaten out, we fed hay, sheaf-oats, and green corn cut up.”

Was this insufficient feeding?

The overcharge is the last thing complained of.

The testimony of the witnesses on this point was very contradictory. Some would have kept them, as they stated, at a much lower rate than others. This may in some degree be accounted for by each witness apportioning the rate to the manner in which, if he had had the public horses, he would have fed them and attended them. Captain Bissell said he would, after his meadow was cut, have taken fifty public horses, pastured them, and allowed them a bushel and a quarter of corn per week, at \$1 50 per head per week; (page 52.) Mr. John K. Walker, living ten miles from St. Louis, would have pastured and grained fifty horses at \$1 50 per week. His grass also was cut when he would have agreed to take the horses; (page 83.) William C. Carr would not have grain-fed, but, after his meadow was cut, would have pastured them, he supposed, at one dollar per head. John Calvert would have kept some of the public horses at livery for \$2 50 per week; (page 60.) B. W. Alexander would have kept thirty or forty, provided he could have been assured of them at least one month, at the rate of \$2 50 per week; (page 79.) Major Hitchcock paid one dollar a week for pasturing alone; (see page 93.)

These were the principal witnesses called by Captain Crosman as related to horse-keeping. Calvert kept a large number of horses for the Indian department at \$2 50 per head per week. These were shown, afterwards, by the testimony of Mr. J. B. Sarpy, (page 119,) to be small animals called French ponies or prairie horses, and that they were much easier fed or kept than full grown American horses. (See testimony of Sarpy, page 114; see, also, testimony of Pascal Cerre, page 259; and of William Myers, page 213.)

On referring to the testimony of all those who were examined on either side, the ordinary rate of horse-keeping in 1837 was three dollars per week. Such was the price paid by the quartermaster's department in that year to those who had horses in their livery-stables here. (See testimony of W. Myers, page 213; of John Kimball, page 69; of Ambrose Bruen, page 205; and B. W. Alexander, page 78.) In truth, from the high prices of forage in 1837, if the public horse got his full ration—fourteen pounds of hay and eight quarts of corn, or its equivalent—there was not much made by keeping him at three dollars per week.

There was some variance in the testimony as it respected the prices of hay, corn, and oats; not more, however, than might be expected where those articles have not a fixed standard value, but rise or fall each few days, as the demand is greater or less. The witnesses for the defence, William Myers, Ambrose Bruen, and L. G. Reecher, who were keepers of livery stables, declared they could not have afforded to keep, and would not have kept, public horses in that year, no matter how large the number, for less than three dollars per head per week. Corn varied from fifty to seventy cents per bushel; hay from seventy five cents to \$1 25 per one hundred pounds; and oats from thirty-seven and a half to fifty cents per bushel. I propose to strike an average, and put down corn at sixty-two and a half cents per bushel, and hay at \$17 50 per ton.

Let us make a calculation, now, of the actual expenses incurred by the owner of a livery stable in keeping one hundred horses for one week, in the year 1837, at the then prices of forage, and giving the horse his full ration, fourteen pounds of hay and eight quarts of corn each day. The one hundred horses will consume (allowing for a little wastage) fourteen hundred pounds of hay and twenty-five bushels of corn per day; per

week, one hundred and seventy five bushels of corn and $4\frac{1}{2}$ tons of hay. Allow one hand to ten horses; hands were then worth at the least one dollar per day, when not found. Estimate for the rent of stable and yard at two dollars per day, (which will be rather under than over the mark,) the result will be for one week—

4 tons 1,800 lbs. of hay at \$17 50 per ton	-	-	-	\$85 75
175 bushels of corn at 62 $\frac{1}{2}$ cents	-	-	-	109 37
7 days' labor of 10 hands at \$1 per day each	-	-	-	70 00
Rent of stable for 100 horses at \$2 per day	-	-	-	14 00
				<u>279 12</u>
100 horses at \$3 per week each	-	-	-	\$300 00
Deduct actual expenses, as above	-	-	-	<u>279 12</u>
There remains a profit of	-	-	-	<u>20 88</u>

If these calculations are right, one of two results followed—either that the livery-stablekeeper would lose money at \$2 50, if he dealt honestly, and gave the horse his full ration, with proper attendance; or that he would not give the full ration, and make money by stinting the animal in his food.

Apply this principle of calculation of actual expenses to the pasturing and feeding the public horses at the plantation in 1837; and from the data furnished by the witnesses, and the gross amount of the vouchers signed by Dowler, the court will be enabled to judge whether it was profitable, or otherwise. There were but two vouchers made out and signed by William Dowler in the year 1837, against the United States, for horse-keeping:

That for July	-	-	-	-	-	\$549 00
And that for August	-	-	-	-	-	975 00
						<u>1,524 00</u>

This was the whole sum paid by the United States for pasturing and feeding the public horses at that plantation. By the practice pursued in making out such accounts, the number of horses was stated; the number of days during which those particular horses were fed and pastured was also set down; the number of days was multiplied by the number of the horses—this converted all into days; the number of days was then divided by 7, and the quotient showed the whole as converted into weeks. According to this calculation, Dowler's voucher of July—

Charges	-	-	-	-	-	183 weeks,
And that of August	-	-	-	-	-	325 "

508 weeks,

at \$3 per week, gives \$1,524. As Reinecke and Kimball agree that the full corn ration was given, the quantity of corn used is to be taken at 1 $\frac{1}{2}$ bushel per week for each horse; making the whole quantity fed away by Dowler 889 bushels. Captain Bissell, on his last examination, (page 306,) stated that he thought the meadow on my plantation would have yielded, on an average, perhaps something less than two tons per acre; and, on his first examination, he speaks of its superficies as being thirty-seven acres. Let us

say, in round numbers, that it would that year have given, as its aggregate crop, sixty tons of hay, (which cannot be much out of the way,) and appraise it at \$15 per ton, the minimum price of the article in 1837, we shall soon have data by which to determine whether a profitable speculation had been made by pasturing and feeding the public horses :

60 tons of hay, at \$15 per ton	-	-	-	-	\$900 00
889 bushels of corn, at 62½ cents	-	-	-	-	555 62½
					<hr/> 1,455 62½

Deduct this from the aggregate of the vouchers	-	-	-	-	\$1,524 00
Cost of pasturing	-	-	-	-	1,455 62½

Leaves	-	-	-	-	\$68 37½
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to pay for attendance of the horses. It may be suggested that no deduction has been made for labor and expense that would necessarily have been incurred had the hay been *cut*, in lieu of being eaten without cutting; but would the labor and expense of cutting the hay have compared in amount with that which, during the space of time, was required by the horses? Certainly \$68 37 would not defray the difference. After all the clamor raised by Captain Crosman, then; after all his calculations; after a rigid and protracted scrutiny, it cannot be questioned that he erred in representing the charge for pasturing and feeding as extravagant.

If further comment were necessary on the unfounded character of the allegation of \$3 per week being an overcharge, it might be found in the fact (see Kimball's testimony, page 73,) that the celebrated economist, Captain G. H. Crosman, paid, in the fall of 1837, to the said Kimball, \$3 50 *per week for keeping public horses at livery*. I admire consistency. Much stress seemed to be laid on the fact, that no advertisement was published by the quartermaster, calling for proposals to pasture and feed public horses in 1837. If that omission was a military offence, I am now, and was then, entirely ignorant of any law or regulation which required it; nor do I now believe that it would be judicious to let out the keeping of public horses to the lowest bidder. This is a very different thing from other Government contracts. If a fair price—I would say a liberal remuneration—is not given, the contractor will save himself by starving the poor horses; *they* will be the sufferers; for it would be impossible to prevent him, if he had the disposition, from defrauding the animals of the food stipulated by him to be given them. They could not tell their wrongs. In articles of food, clothing, transportation—whatever concerns the comfort of the soldier—if the quantity or quality of the supplies is defective, it is immediately made known, and the evil remedied. In the case of the horses, it would be discovered when too late, by their meagre and impoverished appearance—their want of life and spirit. I contend, therefore, that no advertisement ought to have been published; and, until ordered by the proper authority, I never will take that mode of contracting for keeping and feeding public horses.

I have now, I think, noticed most, if not all, the material points in the allegations (*original* and *additional*) preferred against me by Captain Crosman. If he has not been successful in supporting the truth of them, and thereby destroying my character and official standing, I apprehend that no one who examines the record of this court will, for an instant, conclude that the failure was caused by lenity, kind feeling, or generous sympathy

for the ruin and disgrace with which the establishing of them would overwhelm a brother officer. It is true, that, in his letter of the 21st October, 1837, addressed to the acting Quartermaster General, he says: "In conclusion, I beg to remark, that such details as the above, imputing irregularities and abuses to others, are always disagreeable and unpleasant; and rendered doubly so in the present instance, from the fact (which is well known here) that there exists no very friendly feelings between Major B. and myself; and I assure you nothing but a sense of public duty could have produced them from me." But how do his words and his acts comport with each other? Let the whole tenor of his after-conduct furnish forth the reply; the avidity with which he lays hold of every, even the most trifling, circumstance that he conjectures may be turned against me. He is ever on the watch; he visits livery-stables; he pries into books of account; he writes letters; he opens a kind of "intelligence office," where all information is gratefully received and carefully noted. He does not, while I am absent in the field more than a thousand miles from the scene of his operations, refrain, in the presence of my neighbors and acquaintances, from dwelling upon my alleged official misconduct; far from it—he makes it the frequent theme of conversation.

Since the commencement of this court, and during the course of the investigation, has he not manifested the most intense desire for my conviction?

By the order of the Adjutant General, [see page 4,] he was to assist the recorder in preparing the matter to be investigated by the court. He did, accordingly, attend before it. But I appeal to the court whether, so far as the inquiry went, as it regards the witnesses summoned, and the questions suggested *by him* to be propounded to them, the main drift was not to operate against me. In the case of Collins, as I have previously argued, the inference is irresistible that he was discharged because it was ascertained his evidence would have a bearing favorable to me. Another instance: Mr. Edward Tracy was called against me, and examined on the subject of rents, &c.; but nothing was asked of him in relation to the charge of my being a partner in one of the commercial firms mentioned, although almost every other respectable merchant who appeared before the court was questioned on that allegation. The reason for the omission came out on the cross-examination: he had *conversed with Mr. Tracy* as to the partnership, and *was told by him he did not believe me to be one*. Now, I was under the impression that the inquiry was to be conducted as well for as against me; in short, that if there was any person who it was known could make a statement calculated to exculpate me from the allegations or imputations, that it would be elicited without any suggestion from me; but this was a degree of fairness he did not extend to me. Am I wrong, then; in supposing that his actions and his professions to the Quartermaster General are antagonist? No: but his conduct tallies *exactly* with the tone of exultation in which he broke forth at the office of the Superintendent of Indian Affairs, in the presence of Mr. Kennerly, namely: that "he had proved all the allegations against Colonel Brant—all, and more; he had driven the nail to the head, and he would clinch it;" [page 260.] I had hoped that he would have preferred charges against me in due form, and tested them by a general court martial: I urged him to do so; but he declined taking the responsibility. At all events, I have not shrunk from the scrutiny; and the records of this court will show, that even after it had, to

a certain extent, limited the range of investigation, I waived the decision, and again agreed that it should have the fullest scope. I stand here after having my official conduct scrutinized by a most searching and protracted examination: *no man has ever been more effectually tried.* I may not have been sufficiently guarded in every petty instance; but in *no instance* have I *designedly* violated the trust reposed in me by my country; and I claim to be acquitted from all imputation of corrupt conduct or motive.

J. B. BRANT,
Lieutenant Colonel U. S. Army.

APPENDIX.

No. 1.

HEADQUARTERS, WESTERN DIVISION,
SPECIAL ORDER, No. 13. *St. Louis, October 8, 1837.*

At the request of Capt. G. H. Crosman, assistant quartermaster, a board of officers, to consist of Capt. Hitchcock, 1st infantry, Capt. Symington, of the ordnance, and 1st Lieut. Kingsbury, 1st infantry, will assemble at the quartermaster's office, in St. Louis, to-morrow morning, at 11 o'clock; for the purpose of examining and reporting upon the condition of certain public horses, in the possession of Capt. Crosman, turned over to him by Major Brant, quartermaster U. S. army. The assistant quartermaster having stated that "these horses are poor, lame, and unfit for service," the board will report the probable causes of their present condition.

By order of Major General Gaines:

GEO. H. GRIFFIN,
Acting Assistant Adjutant General.

No. 2.

HEADQUARTERS, WESTERN DIVISION,
SPECIAL ORDER, No. 15. *St. Louis Arsenal, October 9, 1837.*

1. The board of officers, convened by virtue of Special Order No. 13, of the 8th instant, for the purpose of examining and reporting upon the condition of certain public horses in the possession of the assistant quartermaster of the 4th district, report as follows: "Three fit for service; six unfit for service. The board learn from Major Brant, quartermaster, that all of these horses have been issued to the dragoon regiment, and some of them twice; that some of them were condemned and returned, and others recovered after straying from the dragoons while on their recent march from this place."

"In conclusion, the board is of opinion that the condition of the horses is to be referred to ordinary causes, not unlikely to occur among a body of dragoon horses, numbering five or six hundred."

2. The commanding general approves of the foregoing report. The board of officers is dissolved.

By order of Major General Gaines :

GEO. H. GRIFFIN,
Acting Assistant Adjutant General.

No. 3.

Sales for account of the United States, by order of Captain George H. Crosman, quartermaster, by Wm. J. Austin.

October 14, 1837,	1 horse	-	-	-	\$56 00	
"	1 horse	-	-	-	46 00	
"	1 horse	-	-	-	50 00	
"	1 horse	-	-	-	75 00	
"	1 horse	-	-	-	37 00	
"	1 horse	-	-	-	28 00	
"	1 horse	-	-	-	54 00	
"	1 horse	-	-	-	70 00	
"	1 horse	-	-	-	30 00	
October 17, 1837,	1 horse	-	-	-	51 00	
						\$497 00

Charges.

October 17, 1837,	Advertising sales in two sets hand-					
	bills	-	-	-	6 00	
"	Commission, 5 per cent.	-	-	-	24 85	
						30 85
Nett proceeds -					-	466 15

ST. LOUIS, October 17, 1837.

I certify the above is a true account of sales of public horses.

WM. JAS. AUSTIN,
Auctioneer.

Received, St. Louis, October 17, 1837, of Captain George H. Crosman, quartermaster, thirty dollars and eighty-five cents, in full of the above charges.
\$30 85. (Triplicate.)

WM. JAS. AUSTIN.

No. 4.

ST. LOUIS, October 17, 1837.

SIR: In reply to your note of yesterday, I have the honor to state that the brick building situate on the corner of Second and Vine streets has

been occupied by Major Brant for the use of the quartermaster's department ; and the frame building on Second street, adjoining the abovenamed tenement, on the south, has been occupied as a subsistence storehouse. The size of the latter I do not now recollect, but judge it to be about 30 by 50 feet.

Very respectfully, your obedient servant,

G. K. McGUNNEGLE.

Captain GEORGE H. CROSMAN,
Assistant Quartermaster U. S. A.

A true copy :

G. H. CROSMAN,
Captain, and Assistant Quartermaster.

No. 5.

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, October 16, 1837.

SIR : In the statement of rents handed me the other day by Major Brant, is the following, viz :

Quartermaster's store, G. K. McGunnegle,	-	\$83 33 $\frac{1}{2}$ per month.
Subsistence store,	do.	- 37 50 do.

Please inform me what part of the building now occupied by the United States is designated for the quartermaster's store ; and, also, the room, or building, and its size, rented for the subsistence store.

Respectfully, your obedient servant,

G. H. CROSMAN,

Capt. and Assist. Quartermaster U. S. Army.

Messrs. McGUNNEGLE & WAY,
Commission Merchants.—Present.

A true copy :

G. H. CROSMAN,
Captain and Assistant Quartermaster.

No. 6.

ASSISTANT QUARTERMASTER'S OFFICE,
St. Louis, October 19, 1837.

SIR : In your note of the 17th instant, in reply to mine, you state that the "brick building situate on the corner of Second and Vine streets has been occupied by Major Brant for the use of the quartermaster's department."

Will you now have the goodness to explain upon what principle it is, that rent for public property stored in this building has been charged to the Indian department and military storekeeper?

Very respectfully, your obedient servant,

G. H. CROSMAN,

Captain and Assistant Quartermaster.

Mr. McGUNNEGLE,
Commission Merchant.—Present.

A true copy :

G. H. CROSMAN,
Captain and Assistant Quartermaster.

No. 7.

OFFICE DISBURSING AGENT INDIAN DEP'T,
St. Louis, December 7, 1837.

SIR: Your letter of the 6th instant is received, in reference to storage paid upon Indian goods in the warehouse which you observe was rented by Major Brant for the quartermaster's department in this city; and in answer to your inquiries, I have to state that I do not know for what period storage was paid on those goods previous to my entering upon duty in the Indian department at this place. Major Brant's accounts with the Indian department, I believe, included the period of the arrival of the goods in question, and extended to the last of April of the current year. I paid storage for the goods for May and June, at \$12 per month—the account being in the name of McGunnegle & Way.

I desire to say, in reference to the goods, that they are destined for the Pottawatomies, but were not delivered to me at the time I entered upon duty here, nor did I know of there being any such goods here until, I think, more than two months after my arrival, when Major Brant spoke of the goods and wished them moved, for, he observed, that he wished to make an office in the store—as I understood, for the military storekeeper. The following morning I found a note in my office from Major Brant, desiring me to have the goods stored elsewhere, for that he had use for the store-room. I immediately engaged storage, and called upon Major Brant to make the final arrangement, when, in conversation, it appeared that he only wished the goods moved from one part of the store to another—the Major observing that there was room enough in the store, and he supposed the goods might as well stay there. I acquiesced in the arrangement, declining, however, to move the goods *in the store*; stating that, if the move was for his accommodation, he must make it himself. I know nothing of the circumstances under which the storehouse was rented for the quartermaster's department.

Very respectfully, your obedient servant,

E. A. HITCHCOCK,
Capt., Mil'y Dis. Agent Indian Dep't.

Capt. G. H. CROSMAN,
Ass't Quartermaster U. S. A., St. Louis.

No. 8.

SUBSISTENCE OFFICE, St. Louis, December 9, 1837.

CAPTAIN: Your note of yesterday has been received. The brick building corner of Laurel and Second streets has been occupied some time as a storehouse for the quartermaster's department; the building on Second street, south of the brick tenement, has been occupied as a commissary store since its construction, the one occupied previously being too small. Both of those buildings belong, I believe, to Major Brant and Mr. McGunnegle.

When I relieved Captain Spencer, late military storekeeper, I found his supplies stored in the second story of the brick building, except two drums stored in the loft. Since relieving him, I have stored worn-out articles

(such as knapsacks, saddles, and bridles) also in the loft; the residue of the stores I keep where I found them.

With great respect, your obedient servant,

JAMES W. KINGSBURY,

Actg. Military Storekeeper, Purchasing Department.

Captain GEO. H. CROSMAN,

Assistant Quartermaster U. S. A.

No. 9.

ST. LOUIS, December 13, 1837.

SIR: In answer to yours of the 9th instant, requesting me to inform you of the owner of the brick and frame warehouses situated at the corner of Laurel and Second streets, I will state, that in the year 1835, and also in the year 1837, I, as the assessor of the city of St. Louis, for State and county purposes, did assess the above described buildings, and the lot on which they stand, to Major Joshua B. Brant, he being present at same time; and all this was done in his office. I have never heard of any other person claiming said lot and buildings, since 1835, but said Brant.

Yours, respectfully,

JOHN McCAUSLAND.

Captain G. H. CROSMAN,

Assistant Quartermaster U. S. A., St. Louis.

No. 10.

OFFICE DISBURSING AGENT INDIAN DEPARTMENT,

St. Louis, December 7, 1837.

SIR: In answer to your letter of yesterday's date, desiring to know the rate paid by me for the pasturage of certain horses recently purchased here for the Indian department, I have to state, that, previous to my commencing the purchases, I invited proposals for pasturage through the newspapers; in answer to which, I received some written and some verbal proposals, ranging between fifty cents and one dollar per week, at points within five miles of St. Louis. I found, on examination, that the lots offered at fifty cents were upland, and principally wooded, with but a slender supply of grass; those offered at the highest rate (one dollar) were first-rate pastures; and I deemed it advisable to agree for the latter, the proprietor furnishing the requisite salt for the horses.

Very respectfully, your obedient servant,

E. A. HITCHCOCK,

Captain, Military Disb'g Agent Ind. Dept.

Capt. G. H. CROSMAN,

Assistant Quartermaster U. S. A., St. Louis.

No. 11.

Memorandum of a conversation with William Dowler, January 3, 1838.

I showed Mr. Dowler the letter of December 13, 1837, from the acting Quartermaster General, and inquired of him relative to the keeping and feeding the horses therein mentioned.

He said "he did not receive from Major Brant the money there mentioned; that he was hired by Major Brant, by the year, as overseer and superintendent on his plantation; that, when the horses were sent out there, his whole attention was ordered to be given to them, with the aid of two slaves belonging to Major Brant, two hired white men, and a boy."

I asked him how much money he did receive, and how he was employed; that is, at what rate of pay. He replied, "he was hired by the year as overseer; but Major Brant told him not to inform any one how much he was to get, as other overseers might complain, and want more pay themselves." He said, "if he told me, he should break his promise;" which I desired him not to do.

He said, "the horses were well taken care of, and fed not only on grass and green corn, but also on sheaf oats, cut up and mixed with bran, and some hay and old corn besides; six or seven tons of hay, he thinks, if not more—it was a barn full—was fed out."

He "had been hired by Major Brant on the plantation for about two years;" and, in relation to signing accounts, he said "he had signed papers or accounts on various occasions, some of which were filled up, and some were not; one of them he signed when some men came out to break mules, which he recollects was filled up."

The above conversation took place in my office on the evening of the 3d of January, 1838; and at my request, for fear I might not recollect the precise expressions used by Dowler, (although the memorandum was immediately made,) my clerk took notes while the conversation was going on, which he afterwards wrote out fully, to conform with mine: from which the above is extracted as the substance.

G. H. CROSMAN,

Captain, Assistant Quartermaster U. S. army.

No. 12.

A memorandum of a conversation (noted down as it occurred) between Capt. George H. Crosman, assistant quartermaster United States army, and Mr. William Dowler, of St. Louis, on the evening of the 3d of January, 1838.

Captain Crosman, presenting a letter from the acting Quartermaster General, dated "Washington, December 13, 1837," asked Mr. Dowler if he had received the amounts opposed to his name in the abovementioned letter from Major Brant, for foraging and keeping public horses and mules:

Mr. Dowler answered that he had not received the amounts mentioned in the letter from Major Brant.

Question by Captain Crosman. Were there any other overseers employed by Major Brant to forage and keep the public horses, &c?

To which Mr. Dowler replied : That he was employed by Major Brant to work on his plantation by the year, as overseer ; and that when the horses, &c. were sent out, there were also sent with them two black boys of Major Brant, and two white men and a boy, to assist him in taking care of them ; and that he was ordered to take good care of them.

Captain Crosman then inquired the rate of pay he was to receive ? Mr. Dowler said, that Major Brant told him not to tell any person what he was to receive, lest the other overseers should hear of it, and he would have to pay them more ; and that he had promised Major Brant that he would not tell. Mr. Dowler also stated, that the horses were well taken care of, and that they were fed on a barn full of hay—he supposed six or seven tons—together with oats in the sheaf, and old corn and some new corn, and on bran and salt occasionally.

On Captain Crosman remarking that he thought \$3 per week was a high price for keeping the horses, &c. ; Mr. Dowler said he thought not ; that Major Brant paid \$1 per bushel for the old corn, and that he raised the hay, oats, and new corn, on his plantation ; and that it was in the months of July and August that Major Brant paid \$1 per bushel for corn.

Captain Crosman asked Mr. Dowler what he supposed was the cause of the horses, &c. being in such bad order after receiving so much attention and food ? Mr. Dowler said it was because they were so crowded together, and when they were feeding, they kicked one another in such a way that they could not eat much.

Mr. Dowler was then asked if he read the accounts and receipts he had signed for Major Brant ? He replied that he did not ; that some of the accounts were partly filled up, and that some were not, and that he did not know the amounts of them ; that he recollects, on one occasion, the accounts and receipts were filled up, but that he did not know the amount, and that Major Brant did not pay him until the term of his employment had expired.

I certify, on honor, that notes of a conversation between Captain G. H. Crosman and William Dowler, (on the evening of the 3d day of January, 1838,) were taken by me at the time the conversation occurred ; and that, to the best of my knowledge and belief, the above is a true statement of the same, and that it was compiled from the original notes soon after the conversation occurred.

THOS. S. J. JOHNSON.

Note.—The conversation took place in the assistant quartermaster's office in this city.

T. S. J. JOHNSON.

ST. LOUIS, Mo., January 3, 1837.

No. 13.

Memorandum of a conversation held with John Kimball, in my office, on the 4th January, 1838.

He says the public horses were well fed in Major Brant's pasture on green corn, sheaf oats, and bran and old corn : that grain was very high at the time, and no person could be found to take the horses.

That he was employed by Major Brant as a superintendent, to see to the feeding, &c. of all the horses: that he kept some of them (from fifteen to thirty at a time) in his stable, as many as there was room for; and as others were purchased and brought in, these were sent out to the pasture.

He says he signed receipts for the money, and purchased all the grain, under Major Brant's directions; and that he was paid for his trouble, and Major Brant for his pasture, by dividing the amount according to a quota, or fair proportion for the pasture, the cost of the grain, &c.: that the grain was hauled out to the pasture from town.

That the horses were *overfed*, and became *too fat* under the treatment adopted, and he was forced to take some of them out of the pasture on that account: that the poverty and lameness of many of the horses were produced by hard riding and bad treatment of them by the dragoons at Jefferson barracks, who then returned them back upon Major Brant, &c.; in a word, Kimball says the horses received the very best kind of fare and treatment under the arrangements made by Major Brant.

G. H. CROSMAN,

Captain and Assistant Quartermaster U. S. Army.

St. Louis, January 4, 1838.

No. 14.

Memorandum of a conversation held between Captain George H. Crosman, United States army, and John Kimball, in Captain Crosman's office, at St. Louis, on 4th January, 1838.

Captain Crosman introduced the conversation by saying that he had sent for him (Kimball) to ask him something of the manner in which the dragoon horses which were purchased by Major Brant were fed, and where they were kept.

Mr. Kimball said the horses in question were kept in Major Brant's pasture, and that they were fed with hay, oats, bran, and corn, besides the grass that was in the pasture: that when the grass in the pasture became indifferent, green corn was cut, and given to the horses. The grain, &c., which was fed to the horses, was carried from town to the pasture.

Captain Crosman showed Mr. Kimball a letter which the Captain said was from the Quartermaster General, or acting Quartermaster General, and asked him, if the horses were fed and kept in Major Brant's pasture, how it happened that he (Kimball) received the pay for their keeping, as appeared from that letter. Kimball replied that he had the general charge of the horses, and allowed Major Brant a certain sum for his pasture, and the Major allowed him a certain sum for his trouble; that they divided the money according to a "*quota*."

He spoke of the feed in the pasture as being very good when the horses were first put in, and of the horses fattening under his care while in the pasture.

The foregoing is the substance of a conversation held in my presence between the parties before mentioned, in Captain Crosman's office, at the time and place mentioned.

N. J. EATON.

St. Louis, January 5, 1838.

No. 15.

ST. LOUIS, *January 6, 1838.*

I consider the fair market price for corn in this city during the months of July, August, and September, 62½ to 65 cents per bushel. About the 1st of October I delivered a lot that had been contracted for some time previous, at 56½ cents per bushel.

EDWARD TRACY.

Capt. G. H. CROSMAN.

No. 16.

ST. LOUIS, *January 6, 1838.*

SIR: In answer to your inquiry relative to the price of corn and oats in our market during the months of July, August, and September last, we reply, that, on examination of our books, we find that most of our operations in those articles were prior to July, as the largest portion of our purchases was for supplies at the upper posts. The few purchases we did make during those months ranged from 50 to 56 cents for corn, including the sacks; and oats from 35 to 40 cents, until the new crop of oats came into market, which was about the beginning of September, or last of August; after which there was a decline, which continued until a temporary demand was created in October by the movement of troops south, requiring supplies within a limited period.

Your obedient servants,

HEMPSTEAD, BEEBE, & CO.

Capt. G. H. CROSMAN,

Assistant Quartermaster, St. Louis, Mo.

No. 17.

ST. LOUIS, *January 5, 1838.*

SIR: Agreeably to your request of a previous date, respecting the foraging of the dragoon horses in July and August of 1837, I can only say that I should have been glad to have done it in a satisfactory manner for two dollars and fifty cents per week—to have put them in a good pasture and have given them grain twice a day; or to have kept them in the stable, (or at least as many of them as I could find room for,) at the same price. I had horses in September kept in a cornfield for two dollars per week; and had many applicants to get horses to keep at that price.

As it respects the price of grain, I have paid for corn from forty to fifty cents per bushel for what I have used; and for oats I have never paid more than thirty-seven and a half cents since the new crop came into market; and for hay, from seventy-five cents to one dollar per cwt.

I applied to the quartermaster to get the keeping of some of the dragoon horses, and was refused.

I have the honor to be, respectfully, your obedient servant,

JOHN CALVERT.

Capt. G. H. CROSMAN,

Assistant Quartermaster U. S. A.

No. 18.

ST. LOUIS, *January 6, 1838.*

SIR: I received your note requesting me to give you the average price of corn, hay, and oats, during the months of July, August, and September last; and likewise what I would have kept a quantity of horses for—say thirty or forty in number—during those months. I would have kept the horses for two dollars and fifty cents at livery, and one dollar in the pasture; that is, per week. Corn was worth from fifty cents to sixty-two and a half; oats, from thirty-seven and a half to forty three and three-quarters; hay, from sixty-two and a half cents to one dollar thirty seven and a half cents: these are the highest prices that I gave.

B. W. ALEXANDER.

Capt. G. H. CROSMAN.

No. 19.

NEAR ST. LOUIS, MISSOURI,
January 7, 1838.

DEAR SIR: Your favor of the 5th instant is before me, requesting me to "inform you, in writing, as near as I recollect, the prices of corn, oats, and hay, in this market, in July, August, and September last."

Also, the "usual prices, and what I would have asked for feeding on grain and pasturing horses, per week, during that time; and, if I know, to state what kind of pasture and feed was given to the United States horses on Major Brant's plantation last summer, as I believe, and as is generally reported by his neighbors, who had an opportunity of observing."

In answer to these inquiries, I will state, that I am of opinion that the price of *old* corn ranged from 50 to 75 cents per bushel. I sold, earlier in the year, (but when, I am of opinion, corn was quite as high as during the summer generally,) several hundred bushels at 50 cents, and between 100 and 200 at 62½ cents, and a small quantity at 75 cents, which, I am of opinion, was the maximum.

The price of oats was from 20 to 31½ cents; about 25 cents, I think, was as much as could be obtained for any considerable quantity. The best timothy hay sold for \$15 per ton, which is the price I obtained for between 20 and 30 tons, though inferior sold for less.

The "usual prices" for feeding on grain and pasturing horses, per week, I am unable to decide; but I would have been willing to have taken as many as I could have done justice by at \$1 50 per head per week; and some of my neighbors informed me they would likewise have been glad to have kept horses at that price; but we had no applications.

The summer previous, (1836,) I kept more or less, during the whole summer, on grass alone. For those kept the whole season, I charged 50 cents each per week; and for those in the latter part of summer, kept in my meadow, where the grass was sufficiently luxuriant to have been cut for hay, I charged 75 cents per week.

As to the kind of pasture and feed "given to the United States horses on Major Brant's plantation," I had no means of knowing, except from almost daily observation in passing and repassing, (frequently four times a day,)

and what I saw daily from my door. I am of opinion that the pasture was very good when the horses were *first put in*; but that it soon became (from the great number of horses) but little better than a "*barn lot*," as I have often observed clouds of dust arising from the pasture, from the tramping of the horses; and I would greatly have preferred to have had horses of mine on the public highway.

I am unable to state what *feed* was given to the horses, except I noticed (long after the pasture was almost wholly destitute of grass) the hands cut up and feed to them, at various times, I should judge, about two acres of green corn; and I noticed them, also, at a few different times, feeding them from *sacks*, which, I presumed, contained corn or oats.

As to the reports of the "neighbors, who had an opportunity of observing," I must beg leave to refer you to them; though I have heard many a *laugh* at the manner of fattening United States horses.

I have the honor to be, very respectfully, your obedient servant,

L. BISSELL.

Captain G. H. CROSMAN,

Assistant Quartermaster United States Army.

No. 20.

ST. LOUIS, April 11, 1838.

SIR: In reply to your request of this morning, I must state as follows: Some time in the month of June last, I was called on by Major Brant to go up to Franklin county, in this State, for the purpose of collecting for him a debt, which he informed me was due to him from a gentleman residing there, by the name of William Walker. I agreed to go, and he (Major Brant) handed to me two notes of hand, amounting to about one thousand dollars, together with some money, with which he directed me to purchase horses for the United States dragoons. Previous to my departure from this place to transact the above business, Major Brant instructed me to receive, in payment of said notes, horses, in case I could not get the money from Mr. Walker. I proceeded to the residence of Mr. Walker, and made him acquainted with my business; he (Mr. Walker) informed me that he had no money. I informed Mr. Walker that Major Brant had instructed me to take horses, in case he could not pay the money. Mr. Walker said he had horses which he would let me have; he (Mr. Walker) showed the horses to me, and agreed upon the price of five or six of the horses, one mule, and one yoke of oxen, which I received of him (Walker) in part payment of the notes above alluded to; at the same time, taking a bill of purchase for the same, showing the number of animals, and also the price of each, which bill purported the stock to have been purchased by me for account of Mr. Brant. After I got all I could of Walker on account of Brant, I bought several horses, for which I paid the cash, taking from each individual a bill of purchase, as in the case of Walker. I then proceeded to this place, bringing the stock above alluded to along with me; on my arrival, I informed Major Brant what I had done, and showed the stock to him, handing to him at the same time the bills of purchase, with which he appeared satisfied. The next day he (Major Brant) requested me to say what I thought the horses above alluded to were worth. I went to the stable where the horses were, and Major Brant

was there ; I then proceeded to show to him the horses, at the same time naming the price of each in turn ; at the same time, he (Major Brant) had a pencil and paper, and appeared to be setting down the prices as I gave them ; but I do not know what price the Government was charged for them, for neither the receipt nor duplicate showed the number or price of the horses, when I signed them, for they were both blank when I signed them.

Again, in the month of September or October last, I did advertise and sell, as auctioneer, on account of the United States, among several others, three of the same horses, as condemned, which I received of Mr. Walker in part payment of the notes abovementioned. I should like to see the amounts inserted in the receipts over my signature.

Yours, &c.,

JOHN DARNEILLE.

Captain G. H. CROSMAN,

United States Army.

P. S.—The yoke of oxen above referred to are the same which I received of Mr. Walker at eighty dollars ; and I presume they were turned over to the United States, as I heard Major Brant say he was going to turn them over as public property for use of the post of Jefferson barracks.

J. D.

STATE OF MISSOURI, }
County of St. Louis, } s :

Personally appeared, on this 13th April, 1838, before the subscriber, a justice of the peace within and for the county aforesaid, John Darneille, who, being duly sworn, on his oath saith that the contents of the within letter are true, so far as he knows and believes.

JOHN DARNEILLE.

Sworn to and subscribed before me, on this 13th April, 1838.

BENJAMIN F. McKENNEY,

Justice of the Peace, St. Louis county.

No. 21.

ST. LOUIS, MISSOURI,

November 29, 1838.

SIR : In answer to your note of this morning, written by the direction of the court of inquiry, of which you are the recorder and judge advocate, I have to reply, that a sense of duty, under the circumstances, induces me most respectfully to decline giving publicity, at this moment, to the names of *all* the witnesses by whom it is expected to prove the matters of accusation referred to. My reasons are, I believe, of importance to myself, personally, as well as to a full and satisfactory investigation of this subject.

There are but a few material witnesses in the case, to whom the above remarks apply ; they reside in and about this city ; and their names can be given at any future time, whenever the particular matter is taken up by the court, in the order of their proceedings, upon which they are expected to testify.

The names of the other witnesses, as far as I now recollect them, whose testimony is relied on to prove the matters of accusation set forth in my letters to the acting Quartermaster General, are herewith given, together with the material facts expected to be established by them, viz :

No. 1, *William Dowler* ; No. 2, *John Kimball* ; No. 3, *John Haverty*. Dowler, now in Canada, formerly a resident of St. Louis ; Kimball, of Jerseyville, Green county, Illinois ; and Haverty, a clerk in the quartermaster department in this city. The two first to prove that they signed vouchers for more money for keeping and feeding United States horses than they ever received, and that the horses were not, in fact, kept by them, but were pastured and fed by Lieutenant Colonel Brant, on his own plantation, for his own individual emolument ; that they were requested to sign the receipts ; that one of them (Dowler) was employed as an overseer on the plantation ; that Kimball purchased the grain, &c., for Major Brant, and under his directions, upon which the horses were fed—he (Brant) paying for it in his unofficial character ; that the horses were fed on *grass, green corn, sheaf oats, and bran*—all of which are cheap kinds of forage, and not such as is usually fed to horses kept at livery, except in small portions occasionally, and unsuitable for the animals about to march, by land, to Florida ; that Kimball kept a livery-stable in St. Louis, which served as a cloak to the transaction so far as he was concerned ; he keeping occasionally a few of the horses in it, for short periods of two or three days, as they were purchased and brought into town.

Haverty, to prove the same ; and further, that the old corn, in sacks, purchased to feed the animals, was stored in the public warehouse rented for the United States, and from there hauled out to the plantation by teams belonging to Major Brant.

Samuel F. Rennick, now in St. Louis, who was hired by Major Brant to take care of the horses, as to their treatment, and the same as the foregoing ; and, also, that Dowler signed blank receipts. Dowler also to the same fact.

Ambrose Bruen, and *Samuel Gracey*, of St. Louis, as to the arrangements for keeping the horses, and the manner they were fed.

Mr. Myers, *John Calvert*, and *B. W. Alexander*, to prove that *Bradshaw*, (dead,) who also signed receipts for keeping horses, did not own or keep a livery-stable large enough to contain the number of animals mentioned in the voucher ; and that the animals there mentioned were also kept by Major Brant, on his own plantation, in the same manner as the others.

Mrs. Bradshaw, (his widow,) also, if necessary, to prove this fact.

Captain Lewis C. Bissell, *J. K. Walker, Esq.*, *Mr. James T. Swearingen*, and *Colonel J. O'Fallen*, near St. Louis ; *Doctor Hardage Lane*, *Mr. John B. Sarpy*, *George Collier, Esq.*, and *Major Massias*, paymaster United States army, all of this city, to prove the appearance of the horses and the pasture, and the kind of treatment they appeared to receive whilst on Major Brant's plantation—all this in the year 1837 ; and *Bissell*, *Walker*, and *O'Fallen*, to prove the usual price of keeping horses well, and feeding with grain on farms in this neighborhood.

Judge Carr, *James Kennerly*, *Frederick Dent*, and *Peter Lindell, Esq.*, all near St. Louis ; also, to prove, if necessary, the usual prices of pasturing and grain-feeding horses hereabouts.

John Calvert, Charles Collins, and B. W. Alexander, to prove the customary rates of keeping horses at livery; and the first named, that he applied for some of the United States horses to keep at livery at \$2 50 per week, &c.

Edward Tracy, Esq., William Hempstead, John Simonds, Esq., and Vonphul & McGill, of this city, to prove what was the current average price of corn and oats in this market in the summer of 1837, and autumn of that year; *John Lee*, firm of Lee & Elder, also of this city, the same; *John Calvert and B. W. Alexander*, the same, and the price of hay also; *John Darneille*, the same, and also to prove the appearance of the horses, &c. in the pasture.

John Darneille to prove that horses for the United States (and oxen also) were purchased, by direction of Major Brant, with individual notes of hand, drawn in favor of Brant by a Mr. Walker, then of Franklin county, Missouri, but since a non resident of this State, and present residence unknown; that some of these same horses, purchased with the said notes of hand, after being kept some time at the public expense, were condemned, and sold at public auction; the auctioneer's bill of sales, to show the loss to the United States by the transaction.

On the subject of rents of warehouse, &c.: *John Haverty*, Captain *J. W. Kingsbury*, military storekeeper U. S. A., Major *E. A. Hitchcock*, *McDonald*, and the cash-book, in possession of Major Hitchcock, military disbursing agent Indian department, to prove that double rents, or storage were charged to the United States on a brick warehouse rented for the quartermaster's department.

J. Walsh and John B. Sarpy, to prove the price they estimated this building to be worth per annum, at the request of Major Brant; the entire building then rented to the United States in the name of G. K. McGunnele.

The deeds, or certified copies from the records of the county court of St. Louis county: *John McCausland, Esq.*, late assessor of taxes for this city and county, *John Lee, John B. Sarpy, J. Walsh, Edward Tracy, George Morton*, and Captain *J. W. Kingsbury*, U. S. A., to prove that the lots, and building thereon, occupied for the last four or five years for the quartermaster's department, and situated at the corner of Second and Laurel streets, are, both of them, the property of Lieutenant Colonel J. B. Brant, or of Brant and McGunnele.

John Goodfellow, the same.

Very respectfully, I am, sir, your obedient servant,

G. H. CROSMAN,
Captain 6th infantry, A. Q. M.

Lientenant J. F. Lee,
Recorder, &c.—Present.

Of the foregoing witnesses, three only have been summoned, viz: Major Hitchcock, U. S. army, John Darneille, and Samuel F. Rennick, of St. Louis.

G. H. C.

No. 22.

Statement of amount paid for rent of quarters and storehouses at St. Louis, Missouri.

Quartermaster's store, G. K. McGunnege	-	\$83 33½	per month.
Subsistence store, do.	-	37 50	"
Paymaster's office, C. Tiffen	-	10 00	"
Subsistence office, J. B. Sarpy	-	10 00	"
J. B. BRANT, Q. M.			

St. Louis, October 13, 1837.

No. 23.

This indenture, made and concluded at the city of St. Louis, in the State of Missouri, this fourth day of January, in the year one thousand eight hundred and thirty, between John Goodfellow and Elizabeth Goodfellow, his wife, of the first part, and Joshua B. Brant, of the second part, all of the city and State aforesaid, witnesseth: That the said party of the first part, for and in consideration of the sum of thirteen hundred dollars, lawful money of the United States, to them in hand paid, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, do grant, bargain, and sell, as by these presents they grant, bargain, and sell, unto the said party of the second part, his heirs and assigns, forever, all that certain lot, piece, or parcel of ground, situate, lying, and being in the city of St. Louis aforesaid, containing forty-nine feet, fronting westwardly on Second, Main, or Church street, and running eastwardly one hundred and thirty-seven feet; bounded westwardly by said Second or Church street; northwardly, by Laurel street; eastwardly, by an alley which separates the same from a lot the property of Pierre Choteau, sen.; and, southwardly, by a lot also the property of said Pierre Choteau, sen.: the lot hereby sold and conveyed being part of a larger quantity confirmed to said Pierre Choteau, sen. by the board of commissioners, and in block number twenty-eight on the plat of said city, and is the same lot, piece, or parcel of ground sold and conveyed by said Choteau to said John Goodfellow, by deed bearing date thirty-first December, in the year one thousand eight hundred and twenty-nine: To have and to hold the said bargained and sold premises, together with all and singular the privileges and appurtenances thereto in anywise appertaining or belonging unto him, the said Joshua B. Brant, his heirs, and assigns, forever: It being fully understood and agree upon, however, between said parties of the first and second part, that "the" covenant which is created by the words grant, bargain, and sell, shall not be construed to extend beyond a covenant, on the part of said party of the first part, that they will defend the title herein conveyed to said party of the second part, against the claim or claims of any person or persons claiming title to said premises, by, through, or under them.

In testimony whereof, the said party of the first part have hereunto set their hands, and affixed their seals, at the city of St. Louis aforesaid, the day and date first above written.

JOHN GOODFELLOW, [L. S.]
ELIZABETH GOODFELLOW. [L. S.]

Signed, sealed, and delivered, in presence of—

J. V. GARNIER.

The word "the" interlined before execution and delivery.

COUNTY OF ST. LOUIS, ss :

Be it known, that on the day of the date hereof, personally appeared before the subscriber, a justice of the peace in and for the county aforesaid, John Goodfellow and Elizabeth Goodfellow, whose names are subscribed to the foregoing instrument of writing, and who are personally known "to be" "the persons" whose names are subscribed to such instrument of writing, as having executed the same, and acknowledged such instrument of writing to be their act and deed, for the purposes therein mentioned: And the said Elizabeth, the wife of the said John Goodfellow, being by the said justice examined separately and apart from her said husband, and made acquainted with the contents of the said deed, made her acknowledgment that she executed the same, and relinquished her dower to the premises therein described, voluntarily and freely, without the compulsion or undue influence of her said husband; and does not wish to retract.

Given under my hand, this 4th day of January, 1830.

J. V. GARNIER, *J. P.*

NOTE.—The words "to be," in the eleventh line above this, are written over an erasure in the original; so are the words "the persons."

Recorded January 14, 1830.

ARCHD. GAMBLE, *Recorder.*

STATE OF MISSOURI, *County of St. Louis*, ss :

I, John Ruland, clerk of the circuit court, and ex-officio recorder within and for the county aforesaid, certify the foregoing to be a true and correct copy of a deed of conveyance from John Goodfellow, and Elizabeth his wife, to Joshua B. Brant, as the same remains on record in my office, book P, page 351.

In testimony whereof, I have hereunto set my hand, and affixed the seal [L. s.] of said court, at office, in the city of St. Louis, this twenty-second day of November, eighteen hundred and thirty-eight.

JOHN RULAND, *Recorder.*

— — —
No. 24.

This deed, made this thirty-first day of December, in the year of our Lord one thousand eight hundred and twenty-nine, between Peter Choteau, senior, of the one part, and John Goodfellow of the second part, both of the city and county of St. Louis, in the State of Missouri, witnesseth: That the said Peter Choteau, senior, for and in consideration of the sum of thirteen hundred dollars to him in hand paid by the said John Goodfellow, at and before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, he, the said Peter Choteau, senior, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said John Goodfellow, his heirs and assigns, forever, all that certain lot, piece, or parcel of ground lying and being situate in the city of St. Louis aforesaid, containing forty-nine feet, fronting westwardly on Second Main or Church street, and running eastwardly one hundred and thirty-seven feet; bounded westwardly by said Second or Church street, northwardly by Laurel street, eastwardly by an alley which separates the same

from a lot of said Peter Choteau, senior, and southwardly by a lot of said Peter Choteau, senior, being part of a larger quantity confirmed to said Peter Choteau, senior, by the board of commissioners, and in block number twenty-eight: To have and to hold the said granted and bargained premises, together with all and singular the privileges and appurtenances to the same belonging, or in anywise appertaining unto him, the said John Goodfellow, his heirs and assigns, and to his and their proper and only use, benefit, and behoof forever, free and clear of all incumbrances whatever.

In witness whereof, the parties to these presents have hereunto set their hands and seals, day and date above written.

PIERRE CHOTEAU, [SEAL.]

Test:

ALBERT TISON,
M. P. LEDUC.

STATE OF MISSOURI, *County of St. Louis*, ss.

Be it remembered, that on this thirty-first day of December, in the year of our Lord one thousand eight hundred and twenty nine, before me, Marc Philip Leduc, a justice of the county court in and for the county aforesaid, came and appeared Peter Choteau, senior, who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing, as having executed the same, and acknowledged the said instrument to be his act and deed, for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

M. P. LEDUC,

Justice County Court, St. Louis County.

Recorded January 14, 1830.

ARCHIBALD GAMBLE, *Recorder.*

STATE OF MISSOURI, *County of St. Louis*, ss.

I, John Ruland, clerk of the circuit court, and ex-officio recorder within and for the county aforesaid, certify the foregoing to be a true and correct copy of a deed of conveyance from Peter Choteau, senior, to John Goodfellow, as the same remains on record in my office, book P, page 350.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at office, in the city of St. Louis, this twenty-second [L. S.] day of November, eighteen hundred and thirty-eight.

JOHN RULAND, *Recorder.*

No. 25.

This deed, made this sixteenth day of July, in the year of our Lord one thousand eight hundred and thirty, between Peter Choteau, senior, of the first part, and Joshua B. Brant, of the second part, both of the city and county of St. Louis, and State of Missouri, witnesseth: That the said Peter Choteau, senior, for and in consideration of the sum of six hundred dollars, to him in hand paid at and before the ensembling and delivery hereof, (the receipt whereof is hereby acknowledged, and thereof acquit and forever dis-

charge the said Joshua B. Brant, his heirs, executors, and administrators) hath granted, bargained, sold, conveyed, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, enfeoff, alien, convey, and confirm, unto the said Joshua B. Brant, his heirs and assigns, all that certain lot, piece, or parcel of ground, lying and being situate in the city of St. Louis aforesaid, in block No. 28, and containing twenty-three feet and a half, fronting westwardly on Second street, and running eastwardly one hundred and thirty-seven feet; bounded westwardly by said Second street or Church street, which separates the same from the lot of Pierre Barribeau, northwardly by the lot of said Joshua B. Brant, eastwardly by an alley which separates the same from the lot of said Pierre Choteau, senior, and southwardly by lot of said Pierre Choteau, senior; the northern boundary of the said lot being at the distance of forty-nine feet northwardly from the southern edge of Laurel street: together with all and singular the privileges and appurtenances thereunto belonging, or in anywise appertaining: To have and to hold the said granted, bargained, and sold premises, together with all and singular the privileges and appurtenances to the same belonging, or in anywise appertaining, unto him, the said Joshua B. Brant, his heirs and assigns, and to his and their proper and only use, benefit, and behoof, forever, free and clear of all incumbrances whatsoever.

In witness whereof, the parties to these presents have hereunto set their hands and seals on the day, month, and year first above written.

PIERRE CHOTEAU, [SEAL.]

Test:

M. P. LEDUC.

'The word "Brant" valid.

STATE OF MISSOURI, }
County of St. Louis. } ss.

Be it remembered that on this sixteenth day of July, in the year of our Lord one thousand eight hundred and thirty, before me, Marc Philip Leduc, a justice of the county court in and for the county aforesaid, came and appeared Peter Choteau, senior, who is personally known to me to be the person whose name is subscribed to the foregoing instrument in writing, as having executed the same, and acknowledged the same to be his act and deed for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

M. P. LEDUC,

Justice County Court St. Louis county.

Recorded July 19, 1830.

ARCHIBALD GAMBLE,
Recorder.

STATE OF MISSOURI, }
County of St. Louis. } ss.

I, John Ruland, clerk of the circuit court, and ex officio recorder within and for the county of St. Louis aforesaid, certify the foregoing to be a true copy of a deed from Pierre Choteau, senior, to Joshua B. Brant, as the same now remains of record in my office, book Q, pages 74 and following.

In testimony whereof, I have hereunto set my hand, and affixed the seal of
L. S.] said court, at office, in the city of St. Louis, this twenty-second day of November, A. D. 1838.

JNO. RULAND, *Recorder.*

No. 26.

St. Louis, December 3, 1838:

Sir: The following are the vouchers which the court are requested to obtain and examine, to prove the fact of double rents being charged to the United States, viz:

Certified copy of a deed of the lot of ground upon which Lieutenant Colonel Brant's private dwelling-house is located, corner of Fourth and Laurel streets.

Vouchers for money purporting to have been paid to William Hill, for rent of office for the Indian department at St. Louis, dated, as per cash-book entry, as follows, viz:

March 31, 1835, for	-	-	-	-	-	\$30
June 30, 1835, for -	-	-	-	-	-	30
September 30, 1835, for	-	-	-	-	-	30
December 31, 1835, for	-	-	-	-	-	30
May 31, 1836, for -	-	-	-	-	-	30
April 30, 1836, for -	-	-	-	-	-	40

And also the vouchers for money purporting to have been paid for rent of office for quartermaster's department at St. Louis, of same dates as the above.

Voucher, dated 30th April, 1837, for money paid to G. K. McGunnegle, for storage of Indian goods, (for Indian department,) \$48.

Very respectfully, your obedient servant,

G. H. CROSMAN,

Captain 6th Infantry, and Assistant Quartermaster.

Lieutenant J. F. LEE,

Recorder, &c., Court of Inquiry.

No. 27.

St. Louis, Mo., December 4, 1838.

Captain Crosman begs the court will permit him to withdraw from the record the second reason, given by him yesterday, in the course of his cross-examination, why he should not be compelled to disclose the name of his private friend and correspondent.

Captain C. would not have thought it necessary to have added this to the other reasons, but for an apprehension on his part that, possibly, it was the intention of the court to endeavor to *compel* him to answer the whole question, without reserve; and hence he was anxious to sustain his objection with the strongest reasons possible. But, as the language then used, adopted in haste, and on the spur of the moment, may possibly be construed to imply a want of courtesy towards the civil officers of Government, of whom he has no right to speak, either here or elsewhere, but in terms of respect, he desires permission to withdraw them from the record.

Respectfully submitted to the court.

G. H. CROSMAN,

Captain 6th Infantry, and Assistant Quartermaster.

Lieut. LEE, *Recorder.*

P. S.—I do not think it necessary that this letter should go upon the record.

No. 28.

ST. LOUIS, *December 5, 1838.*

SIR: I respectfully submit to the court the propriety of designating upon its record such questions as have been, or may be, propounded to witnesses, and prepared by Captain Crosman, from those that originated, or may originate, with the court itself.

I have the honor to be, &c.,

J. B. BRANT,

Lieut. Col., and Deputy Quartermaster General.

Lieutenant LEE, *Recorder, &c.*

No. 29.

ST. LOUIS, Mo., *December 5, 1838.*

Captain Crosman begs leave to remark, in reference to the letter of Lieutenant Colonel Brant, and the decision of the court thereon, that he again declares he is not influenced by any personal feeling towards Lieutenant Colonel B., in preferring the accusations against him; but, as he conceives his own character for truth and honor is materially involved in the establishing the facts set forth in his letters to the acting Quartermaster General, by the invitation of the court he has suggested questions to the witnesses to develop those facts.

Captain C. declares that, from an examination of his letter-book, he finds it was impossible that his letter to the acting Quartermaster General, already mentioned in evidence by him, could have produced the order for the extension of this inquiry; inasmuch as that letter was dated 24th September, 1838, and the date of the order is 10th of October, 1838—not a time sufficient for the mail to go from here and return from Washington.

With regard to *black books*, and bringing charges in detail, Captain C. also desires to say that one of the accusations referred to in the postscript of his letter of the 3d inst. has been already alluded to in evidence, viz: the contract made by Lieutenant Colonel Brant, in 1830, for transportation of troops. The other matters would have been at once adduced, but the gentleman believed to be conversant with the facts is now absent from the city, though daily expected here.

Very respectfully submitted.

G. H. CROSMAN,

Captain 6th Inf., & Assistant Quartermaster.

No. 30.

ST. LOUIS, *April 25, 1838.*

SIR: Having examined the copy of receipts which I have signed, I state as follows:

Copy No. 2 contains the horses which I received of Mr. Walker, together with others which I paid cash for. The amount which I allowed Mr.

Walker for the stock I bought of him did not exceed \$500. According to the best of my recollection at this time, of the circumstance, I think the prices paid Mr. Walker are as follows :

1 large sorrel horse	-	-	-	-	-	\$100
1 sorrel horse	-	-	-	-	-	65
1 bay horse	-	-	-	-	-	75
1 bay horse	-	-	-	-	-	70
1 bay horse	-	-	-	-	-	70
1 yoke of oxen	-	-	-	-	-	80
1 mule	-	-	-	-	-	40
						<hr/> \$500 <hr/>

The amount charged the Government appears to be about \$145 over the purchase price.

The mule referred to was swapped, by Major Brant and myself, for a horse, in which case Major Brant gave in difference \$70. The horse was turned over to the Government ; and, I think, the horse referred to in copy No. 2, described as being 15½ hands high and six years old, is the one for which the mule was swapped.

The bills of purchase, which I gave Major Brant, will show the exact prices which I allowed Mr. Walker for the property I took of Mr. W., on account of Major Brant ; and will not, I think, differ materially, if at all, from the above statement.

Yours, &c.,

JOHN DARNEILLE.

Captain G. H. CROSMAN,

Assistant Quartermaster U. S. A.

No. 31.

This deed, made and concluded this 13th day of September, 1838, by and between Joshua B. Brant and Sarah Brant his wife, party of the first part, and John Riffin, party of the second part, all of the county and city of St. Louis, and State of Missouri, witnesseth : That the said party of the first part, for and in consideration of the sum of \$25,000 to them paid, or secured to be paid, by the party of the second part, have granted, sold, assigned, conveyed, and made over, and by these presents do grant, sell, assign, convey, and make over, unto the said John Riffin, his heirs and assigns, the following tracts or parcels of land, lying and being situated in the township and county of St. Louis aforesaid, about three miles north of the city of St. Louis, on the road leading therefrom to Bellefontaine ; that is to say : One tract or parcel containing the quantity of 59½ arpens, beginning at a stone on the east side of said road and corner, to surveys Nos. 2,041, 2,042, 2,541, and northeast corner of the claim of Josiah McClanahan ; thence running south, 23 degrees east, 15 chains 20 links, with said road, to a stone ; return from thence to beginning ; thence south, 67½ degrees west, 32 chains 68 links, with old blazed line to an old stone, and northwest corner of said McClanahan's claim ; thence south, 21 degrees east, 15 chains 20 links, to a stake on the north side of a pond, from which a hickory 3 inches in diameter bears north, 4½ degrees east, 17 links, and a small swamp oak 3 inches in diameter bears north, 78½ degrees east, 53 links ; thence north,

67½ degrees east, 33 chains 47 links, to the abovementioned stone in said road : this tract being a part of the said claim of McClanahan purchased by Bernard G. Farrar from Thomas Wright, by deed dated 1st day of January, 1833, and described in a deed from said Farrar and wife to Joshua B. Brant, dated November 20, 1834, recorded in book U, page 314 and following, among the records of St. Louis county. Also, one other tract or parcel of land, situated and being in the township and county of St. Louis aforesaid, described as follows: Beginning at a stone on the road leading from St. Louis to Bellefontaine, which stone is situated at the northwest corner of said tract; thence north, 55 degrees east, to Gingrass creek; thence down the middle of said creek, to the boundary line of Captain Z. C. Palmer's farm, along which is a new post-and-rail fence, to a stone in the Bellefontaine road; and thence along that road to the first point herein designated, containing 46 arpens more or less, and the half of 30 feet within the enclosure of Captain Z. C. Palmer aforesaid, commencing at a stone on the west side of the Bellefontaine road, and running in a direct line to the Mississippi river; bounded on one side by the land of said Captain Z. C. Palmer, and on the other (or south) side by the lands of Matthew Kerr, being a part of the same tract of land sold to Benjamin O'Fallen by Alexander Scott, and William K. Rule, and Nancy, his wife, as per deed dated the 6th of February, 1831, as by reference to a deed from Benjamin O'Fallen and wife to Joshua B. Brant, dated the 7th of July, 1834, recorded in book T, page 491 and following, among the records of St. Louis county. Also, one other or third tract of land, situated and being in the township and county of St. Louis aforesaid, containing 76½ arpens, be the same more or less, and bounded as follows, to wit: Beginning at a point, which is the southwest corner of this tract; and which is 30 feet northward of the northwest corner of Matthew Kerr's tract of land, which is a stone; thence north, 68 degrees east, parallel with said Kerr's tract, or northern boundary thereof, to the river Mississippi; thence up the river at low-water mark to the middle of the mouth of Gingrass creek; thence up said creek, along the middle of the channel thereof, to Joshua B. Brant's line; thence with said Brant's line south, 55 degrees west, 24 chains and 60 links, to a stone, which is the northwest corner of this tract; thence south, 23 degrees and 45 minutes east, 11 chains and 2 links, to a stone; thence south, 20 degrees and 15 minutes east, 12 chains and 80 links, to the beginning: which said last mentioned tract or parcel of land is described in a deed dated 17th day of April, 1835, and recorded in book U, page 327 and following, among the records of St. Louis county aforesaid: To have and to hold all and singular the three several tracts or parcels of land within intended to be described and referred to, with all and singular the improvements and appurtenances thereon, together with the privileges thereto belonging, or in anywise appertaining, to him, the said John Riggin, party of the second part, his heirs and assigns, forever; and the said Joshua B. Brant and Sarah Brant do hereby covenant and agree with the said John Riggin, that we, our heirs, executors, and administrators will warrant and defend the titles to the aforesaid tracts or parcels of land unto the said John Riggin, his heirs and assigns, forever.

In testimony whereof, we have hereunto set our hands and affixed our seals, at the city and State aforesaid, this 13th day of September, in the year of our Lord 1838.

J. B. BRANT, [L. s.]
SARAH BRANT, [L. s.]

STATE OF MISSOURI, }
County of St. Louis. }

Be it remembered that on this 14th day of September, in the year of our Lord 1838, before the undersigned, a justice of the peace within and for the county and State aforesaid, came Joshua B. Brant and Sarah Brant, his wife, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing, as having executed the same, and severally acknowledged the same to be their act and deed for the purposes therein mentioned. She, the said Sarah Brant, being by me first made acquainted with the contents thereof, acknowledged, on an examination apart from her said husband, that she executed the same, and relinquishes her dower in the real estate therein mentioned freely, and without compulsion or undue influence of her said husband.

Taken and certified the day and year aforesaid.

ELIHU H. SHEPARD,
Justice of the Peace, St. Louis County, State of Mo.

STATE OF MISSOURI, }
County of St. Louis, } ss.

I, John Ruland, clerk of the circuit court, and *ex officio* recorder within and for the county aforesaid, certify the foregoing to be a true and correct copy of a deed of conveyance from Joshua B. Brant and Sarah, his wife, to John Riggini, as the same remains on record in my office, book F No. 2, pages 83, 84.

In testimony whereof, I have hereunto set my hand, and affixed the seal [L. S.] of said court, at office in the city of St. Louis, this 23d day of November, 1838.

JOHN RULAND, *Recorder.*

No. 32.

COURT-ROOM, *St. Louis, December 26, 1838.*

SIR: I think it due to the court, as well as to myself, to submit for its consideration a few remarks touching its orders and decisions of the 22d instant, reprehending me for my conduct whilst in its presence on that day. I beg leave, however, to preface the remarks I am about to submit, by assuring the court, as I now do, in unqualified terms, that on my part there was no intentional disrespect; and to express my regret that either my words, tone, or manner, should have produced such an impression. My interruption of the witness Barnes was simply for the purpose of preventing his answering a question which I deemed irrelevant to any inquiry pending before the court, and to the propriety of putting which my counsel was then engaged in preparing a written objection. The court have expressed their disapprobation of the term "prosecutor," as applied to Captain Crosman, and of that of "prosecution," as applied to these proceedings. The latter, I think, has not been used by me since it was first objected to by the court. As to the propriety of calling Captain G. H. Crosman "the prosecutor," and my right to do so when speaking of him before the court, I beg leave, with all proper deference for the opinion of the court, to assert both the one and

the other. This court is directed by the order creating it "to examine into the transactions of Lieutenant Colonel Brant, deputy quartermaster general, relative to his administration of the affairs of the quartermaster's department on the St. Louis station, and as set forth in the matters of accusation and imputation found on the papers and statements reported and communicated to the Quartermaster General by Captain Crosman, assistant quartermaster." A letter from the Adjutant General, dated 10th of October, 1838, addressed to the judge advocate and recorder of this court, contains the following: "the matters of accusation having been reported by Captain Crosman, assistant quartermaster, he has been instructed by the acting Quartermaster General to repair to and await at St. Louis, in order that you may have the opportunity to confer with him relative to the subjects to be investigated by the court, and the witnesses to be named on behalf of the United States." The order of the President and the letter of the Adjutant General establish two facts: one, that accusations and imputations were preferred against me by Captain Crosman; and another, that the judge advocate and recorder of this court was directed to confer with him in regard to the matters of inquiry, and the witnesses to be called in support of the accusation. Here, then, certain allegations, deeply affecting my character as an officer and a gentleman, are preferred against me by Captain Crosman, and it is directed that he shall be consulted as to the mode by which he expects to establish them before this court. Animated, no doubt, by a desire of justifying the confidence thus reposed in him, Captain Crosman, even before the meeting of this court, procures one of the witnesses who has been examined, (Samuel F. Rennick, who lives in a remote part of this State,) to remain here until the court should assemble! He afterwards furnishes the names of the witnesses to the recorder; attends during the sittings of the court from day to day; writes the majority of the questions put by the court to the witnesses; repeatedly, during the progress of this investigation, has addressed the court *verbally*, naming the witnesses to be called, and stating the points on which they were expected to testify. Occasionally, he has made it known that he would not himself propound any question to a witness, but leave it to the court! at other times he has strongly urged upon the court the necessity of examining certain witnesses, lest they should leave the city without testifying. In several instances he has requested permission for witnesses to explain the testimony by them previously given; and in the case of Darneille he made such a request, with great warmth and earnestness of manner, when the witness himself was not present. In view of all this, I consider myself fully warranted, in law, in fact, and by the ordinary construction of language, to style him the "prosecutor." The court is aware that I do not stand before them as a prisoner, but that I am in the full possession of my military rank and privileges; so long, therefore, as I do not use any language disrespectful to the court, or abusive when speaking of others, I contend I have a right to express my thoughts in such words as shall appear to me most clearly to express my meaning; and it is a right which I do not mean to relinquish.

The court is, I think, under a misapprehension respecting an expression attributed to me relative to the witness Barnes. To the best of my recollection, the words spoken by me were, "The court has the power to permit the witness to go on." Whatever may have been my precise words, I did not entertain, much less intend to convey, the idea that I had the right of saying the witness should or should not go on. I did understand the president

of the court as having reprimanded me, not as the organ of the court, but as an individual—the additional words which he then employed, “Sit down, Colonel Brant,” having been addressed to me more than once before, and on some of those occasions in a harsh and imperative manner. Believing at that time, as I still do, that no individual of the court is authorized to give a reprimand, and that the order to sit down was a departure from the courtesy due to me as an officer, I inquired of him whether the rebuke or reprimand was from him personally, or from the court. That my tone of voice and manner, when making this inquiry, might have been excited, I will not deny; nor, perhaps, under the circumstances could either have been otherwise; but I sincerely assure the court that nothing I either said or did arose from any feelings of disrespect, or any wish on my part to embarrass its proceedings.

I am, sir, respectfully, your most obedient servant,

J. B. BRANT,

Lieut. Colonel Staff U. S. A.

Lieutenant JOHN F. LEE,

Judge Advocate and Recorder, St. Louis.

No. 33.

OFFICE QUARTERMASTER'S DEPARTMENT,

St. Louis, January 5, 1839.

SIR: I herewith submit an abstract, sustained by duplicates of vouchers from the files of the office, for the inspection of the court, in order to show the different rates of rent charged to, and paid by, the United States for the buildings situated on the corner of Laurel and Second streets in this city, and used as public storehouses, from the 1st of January, 1834, to the 30th September, 1837, the time I closed my accounts preparatory to my departure for Florida.

With great respect, I am, sir, your obedient servant,

J. B. BRANT,

Deputy Quartermaster General.

Lieut. JOHN F. LEE,

Judge Advocate and Recorder of Court of Inquiry.

Abstract of accounts paid by Major J. B. Brant, quartermaster, for rent of storehouses occupied at St. Louis, Missouri, for the quartermaster's and subsistence departments, from January 1, 1834, to September 30, 1837, inclusive.

Voucher and abstract.	To whom paid.	On what account.	Period.		Rate per month.	Rate per annum.	Amount of voucher.
			From	To			
69, B, 1st quar. 1834	William Hill	Brick house for quarterm's store	January 1, 1834	March 31, 1834	\$40 00	\$480 00	\$120 00
77, B, 2d " "	"	"	April 1, 1834	June 30, 1834	40 00	480 00	120 00
79, B, 3d " "	"	"	July 1, 1834	Sept. 30, 1834	40 00	480 00	120 00
53, B, 4th " "	"	"	October 1, 1834	Dec. 31, 1834	40 00	480 00	120 00
34, B, 1st " 1835	"	"	January 1, 1835	March 31, 1835	40 00	480 00	120 00
68, B, 2d " "	"	"	April 1, 1835	June 30, 1835	40 00	480 00	120 00
39, B, 3d " "	"	"	July 1, 1835	Sept. 30, 1835	40 00	480 00	120 00
36, B, 4th " "	"	"	October 1, 1835	Dec. 31, 1835	40 00	480 00	120 00
42, B, 1st " 1836	"	"	January 1, 1836	March 31, 1836	50 00	600 00	150 00
39, B, 2d " "	Geo. K. McGunnege	"	April 1, 1836	May 31, 1836	50 00	600 00	*100 00
39, B, 3d " "	"	"	July 1, 1836	Sept. 30, 1836	50 00	600 00	150 00
55, B, 4th " "	"	"	October 1, 1836	Dec. 31, 1836	83 33 $\frac{1}{3}$	1,000 00	250 00
32, B, 1st " 1837	"	"	January 1, 1837	March 31, 1837	83 33 $\frac{1}{3}$	1,000 00	250 00
67, B, 2d " "	"	"	April 1, 1837	June 30, 1837	83 33 $\frac{1}{3}$	1,000 00	250 00
56, B, 3d " "	"	"	July 1, 1837	Sept. 30, 1837	83 33 $\frac{1}{3}$	1,000 00	250 00
56, B, 4th " 1836	"	Frame house for subsistence store	Nov. 1, 1836	Dec. 31, 1836	25 00	300 00	50 00
23, B, 1st " 1837	"	"	January 1, 1837	Feb. 28, 1837	25 00	300 00	50 00
31, B, 1st " "	"	"	March 1, 1837	March 31, 1837	37 50	450 00	37 50
68, B, 2d " "	"	"	April 1, 1837	June 30, 1837	37 50	450 00	112 50
57, B, 3d " "	"	"	July 1, 1837	Sept. 30, 1837	37 50	450 00	112 50

* The rent for Jupe, 1836, was paid by Lieutenant N. J. Eaton, a. a. q. m., during Major Brant's absence in Alabama.

No. 34.

COURT-ROOM, *St. Louis, January 5, 1839.*

SIR: Having been at all times ready, and even having heretofore proffered, to furnish this court with any official document on file in the office of the quartermaster's department at this place, which they might deem calculated to facilitate the present inquiry, I was somewhat surprised on yesterday to learn from the presiding officer that application had been made to the offices at Washington for papers to be used in this investigation, the duplicates of which would most willingly have been furnished by me, had they been called for. As I am not aware of any secrecy, either in the matters to be inquired into, or the evidence to be called in their support, I respectfully request that I may be furnished with copies of such letters as may have been addressed to any person or persons for the purpose of procuring documentary testimony to be used against me in the pending investigation.

With great respect, I am, sir, your most obedient servant,

J. B. BRANT,

Lieut. Col. Staff U. S. Army.

Lieut. JOHN F. LEE,

Judge Advocate and Recorder Court of Inquiry.

No. 35.

THE UNITED STATES

*To Hill & McGunnegle,**Dr.*

1832.

May 5. For 36 barrels superfine flour, delivered at Yellow Banks and Des Moines rapids, at \$9 per barrel, including cost of transportation, drayage, and risk	-	-	-	\$324 00
For 9,838 pounds of bacon, (sides,) delivered as above, at 9½ cents per pound, including cost of transportation, drayage, and risk	-	-	-	959 20
				<u>1,283 20</u>

Received, St. Louis, June 20, 1832, of Captain J. B. Brant, assistant quartermaster United States army, twelve hundred and eighty-three dollars and twenty cents, in full of the above account.

\$1,283 20. (Signed duplicates.)

HILL & MCGUNNEGLE.

List of stores delivered at Beardstown, on the 24th of April, 1832, in pursuance of the order of Governor Reynolds, dated _____, for the use of the militia of Illinois, called into the service of the United States.

3,532½ bushels good shelled corn, in sacks.
 100 barrels superfine flour.
 100 barrels merchantable pork.
 4,087 pounds bar lead.
 1,000 pounds rifle powder.

- 6,000 musket flints.
- 737½ gallons whiskey.
- 600 pounds soap.
- 260 pounds candles.
- 30 bushels salt.
- 33 gallons vinegar.
- 228 pounds rice.
- 582 pounds sugar.
- 154 pounds coffee.
- 32 gallons molasses.
- 33 gallons Jamaica spirits.
- 66½ gallons wine.
- 26 pounds tea.
- 139 yards white flannel.
- 84½ yards muslin.
- 6 one-quire blank-books.
- 1 two-quire blank-book.
- ½ ream letter paper.
- ½ ream cap paper.
- 100 quills.
- 2 inkstands.

List of stores delivered at Peoria, on the 24th day of April, 1832, for use of the Illinois militia, in pursuance of Governor Reynolds's order, dated ———.

- 750 bushels good shelled corn, in sacks.
- 20 barrels superfine flour.
- 11 barrels merchantable pork.
- 118½ gallons whiskey.
- 120 pounds soap.
- 50 pounds candles.
- 6 bushels salt.
- 25 pounds coffee.
- 15 gallons molasses.
- 15 gallons Jamaica rum.
- 120 pounds sugar.
- 15 gallons vinegar.
- 15 gallons wine.
- 6 pounds tea.
- 1,000 musket flints.
- 100 pounds powder.
- 400 pounds bar lead.

List of stores delivered at the Yellow Banks, on the 5th of May, and at Rock river, on the 8th of May, for the use of the Illinois militia, in pursuance of the order of Governor Reynolds, dated ———.

- 877½ bushels good shelled corn, in sacks.
- 20 barrels superfine flour.
- 11 barrels merchantable pork.
- 118½ gallons whiskey.
- 120 pounds soap.
- 50 pounds candles.

6 bushels salt.
 15 gallons molasses.
 15 gallons Jamaica spirits.
 15 gallons vinegar.
 15 gallons wine.
 6 pounds tea.
 120 pounds sugar.
 25 pounds coffee.

List of stores delivered at Beardstown, on the 2d of May, for the use of the Illinois militia, in pursuance of the order of Governor Reynolds, dated April 23, 1832.

2,040 bushels good shelled corn, in sacks.
 36 barrels superfine flour.
 9,638 pounds bacon, (sides.)

THE UNITED STATES

To Hill & McGunnegele,

Dr.

1832.

May 5. For 20 barrels superfine flour, delivered at Yellow Banks, on the Mississippi river, at \$9 per barrel, including cost of transportation, drayage, and risk - - - \$180 00
 For 11 barrels inspected pork, delivered as above, at \$14 30 per barrel, including all expenses - - - 157 30
 For 118½ gallons of whiskey, delivered as above, at 60 cents per gallon, including all expenses - - - 71 10
 For 120 pounds soap, delivered as above, at 9 cents per pound, including all expenses - - - 10 80
 For 50 pounds candles, delivered as above, at 16½ cents per pound, including all expenses - - - 8 33
 For 6 bushels of salt, delivered as above, at \$1 35 per bushel, including all expenses - - - 8 10
 435 63

Received, St. Louis, June 20, 1832, of Captain J. B. Brant, assistant quartermaster United States army, four hundred and thirty-five dollars and sixty three cents, in full of the above account.

(Signed duplicates.)

HILL & MCGUNNEGLE.

THE UNITED STATES

To Hill & McGunnegele,

Dr.

1832.

April 24. For 20 barrels superfine flour, delivered at Peoria, Illinois, at \$9 per barrel, including cost of transportation, drayage, and risk - - - \$180 00
 For 11 barrels inspected pork, delivered as above, at \$14 25 per barrel, including all expenses - - - 156 75
 For 118½ gallons of whiskey, delivered as above, at 60 cents per gallon, including all expenses - - - 71 10
 For 120 pounds soap, delivered as above, at 9 cents per pound, including all expenses - - - 10 80

1832.

April 24. For 50 pounds candles, delivered as above, at $16\frac{2}{3}$ cents per pound, including all expenses	-	-	\$8 33
For 6 bushels of salt, delivered as above, at \$1 35 per bushel, including all expenses	-	-	8 10
			<u>435 08</u>

Received, St. Louis, June 20, 1832, of Captain J. B. Brant, assistant quartermaster United States army, four hundred and thirty-five dollars and eight cents, in full of the above account.

(Signed duplicates.)

HILL & MCGUNNEGLE.

THE UNITED STATES

*To Hill & McGunnegle,**Dr.*

1832.

May 19. For 350 barrels superfine flour, at \$7 per barrel	-	\$2,450 00
For 43 casks and boxes, containing 30,905 pounds of bacon, at 8 cents per pound, and \$1 per each cask and box	-	2,515 40
For 2,300 pounds salt, at 60 cents per 50 pounds	-	27 60
For 100 barrels of pork, at \$10 per barrel	-	1,000 00
		<u>5,993 00</u>

Received, St. Louis, May 21, 1832, of Captain J. B. Brant, assistant quartermaster United States army, five thousand nine hundred and ninety-three dollars and — cents, in full of the above account.

(Signed duplicates.)

HILL & MCGUNNEGLE.

THE UNITED STATES

*To Hill & McGunnegle,**Dr.*

1832.

April 24. For 100 barrels of superfine flour, delivered at Beardstown, Illinois, at \$9 per barrel, including cost of transportation, drayage, and risk	-	\$900 00
For 100 barrels inspected pork, delivered as above, at \$14 30 per barrel, including all expenses	-	1,430 00
For 737½ gallons of whiskey, delivered as above, at 60 cents per gallon, including all expenses	-	442 50
For 600 pounds of soap, delivered as above, at 9 cents per pound, including all expenses	-	54 00
For 260 pounds of candles, delivered as above, at $16\frac{2}{3}$ cents per pound, including all expenses	-	43 33
For 30 bushels of salt, delivered as above, at \$1 35 per bushel, including all expenses	-	40 50
For 33 gallons of vinegar, delivered as above, at $36\frac{2}{3}$ cents per gallon, including all expenses	-	12 10
		<u>2,922 43</u>

Received, St. Louis, June 20, 1832, of Captain J. B. Brant, assistant quartermaster United States army, two thousand nine hundred and twenty-two dollars and forty-three cents, in full of the above account.
(Signed duplicates.)

HILL & McGUNNEGLE.

I certify that the foregoing enumerated articles have been delivered at the several places mentioned, agreeably to the orders of Governor Reynolds, for the use of the militia of Illinois called into the service of the United States, as per receipts of delivery.

ENOCH C. MARCH,
Commissary Illinois militia.

No. 36.

ST. LOUIS, *January 14, 1839.*

SIR: I have to request the court to decide whether I am placed in the position of a public prosecutor here. I understood the court, on a former occasion, to say to Lieutenant Colonel Brant that they did not recognise any prosecutor in this case; to which he has replied that it is his right (which he means to assert and maintain) to make me, or regard me, as "the prosecutor."

He has since styled me "the prosecutor" in several, if not all his communications to the court; and in his cross-examination of the witnesses, he has been allowed to proceed as if that was really the case; to examine *into* my conduct, motives, conversations, and correspondence; and to defend himself by attacking his supposed "prosecutor."

I beg leave respectfully to say to the court, that I have no objection to the appellation of "prosecutor" merely, and am not disposed to shrink from any proper and fair responsibility in this matter; and though it has not been the custom of our service for the officer who prefers charges before a court martial to appear in court as the prosecutor, yet if the court places me, or permits the accused to place me, in that position, I most respectfully request their permission to employ a competent legal adviser to assist me in the discharge of the duties which, in that event, will devolve upon me.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN,
Captain 6th Infantry, & A. Q. M.

Lieut. JOHN F. LEE,
Judge Advocate and Recorder Court of Inquiry.

No. 37.

From the Missouri Republican.

The Argus of last Friday contains an article under the editorial head, in relation to the charges against Colonel Brant, some parts of which are well calculated to mislead the public mind touching the step Colonel Brant has thought proper to take, and in regard to the position Captain Crosman oc-

cupies as accuser. The public are gravely informed that Colonel Brant "has, since his return from Florida, notified his accuser of his readiness to appear before a court martial, (*the only proper tribunal in such cases,*) in order that the charges might be thoroughly investigated. Captain Crosman left the city without even replying to this very reasonable demand of Colonel Brant, and now the cry is raised that Colonel B. should have submitted his case to a court of inquiry! Why to a court of inquiry? Are not courts martial as competent, if not more so, to do even-handed justice?"

Why did Colonel Brant notify "his accuser" of his readiness to appear before a court martial, when he well knows that Captain Crosman has nothing further to do with the accusations against the Colonel, since they have passed from his possession into the hands of the proper authority, whose duty it is to see that they are investigated? The step taken by Colonel Brant is entirely novel. It *has* been the universal custom among officers of the army, when reports are circulated, or accusations made, injurious to their standing, or prejudicial to their honor, to call for a court of inquiry without delay, unless such reports or accusations have assumed the distinct shape of charges, with regular specifications. The accusations made by Captain Crosman *have not* assumed this shape; and it was expected by the acting Quartermaster General, by whose *order* the reports current in St. Louis were sent to him, that Colonel Brant would call for a court of inquiry as soon as he came from Florida. Captain Crosman was informed of this reasonable and natural expectation, and was assured that the charges should be investigated, whether Colonel Brant called for such a court of inquiry or not. Where charges are preferred against an officer in due form, with specifications, it becomes the duty of the proper authority to order a court martial, or to lay the matter before the President of the United States, that he may order a court of inquiry to investigate the charges, and decide whether they are sufficiently grave to require the action of the court martial. But when they are simply in the shape of accusations, it is *universally* the custom, among officers jealous of their honor, to *ask* for a court of inquiry. Such a court can only be ordered by the President, except it be at the request of the aggrieved party; in which event, it is competent for the officer in command of a military department to order a court.

The idea of Colonel Brant's "readiness to appear before a court martial" is truly ridiculous, as he knows he *must* appear before such a court when the Government chooses to order one for his trial, whether he is ready or not. The court will decide what time he requires to get ready; and his informing Captain Crosman of his "readiness," instead of taking the usual and *proper* course of asking for a court of inquiry, looks wonderfully like a subterfuge.

But, that this matter may be fully understood, I will explain the manner in which Captain Crosman became Colonel Brant's accuser. About a year since, the former relieved the latter in his duties as quartermaster at this place. Among the public property which Colonel Brant turned over to Captain Crosman, were some horses that were very poor; and report said that they had been kept in Colonel Brant's pasture, after all the grass in it had been eaten up. Under these circumstances, Captain Crosman thought it his duty to ask for a board of officers to report the cause of the miserable condition of the horses. Such a board was ordered, and a report was made by them. In forwarding this report to the acting Quartermaster General, Captain Crosman gave his reasons for calling for the board of officers, and

sent a copy of his letter to Colonel Brant, who was then in Florida. In his letter, Captain Crosman informed the acting Quartermaster General of the derogatory reports that were in circulation touching the treatment the horses had received; and stated that, however delicate his position, he felt it to be his duty to make the report, and hoped his motives would be appreciated. The acting Quartermaster General replied to Captain Crosman, that he had only done his duty; that his motives were appreciated, and *ordered him to report any and every official irregularity* on the part of Colonel Brant, that came to his knowledge, and to accompany each report with proof; and he furnished the Captain with documents, from which it seemed to appear that irregularities did exist, and by which they might be traced, if any existed. In obedience to this order, Captain Crosman made his report, which the Argus pleases to designate as charges. From this statement of facts, it will at once be seen that Captain Crosman made no charge against Colonel Brant; but that he simply embodied such facts as came to his knowledge, in obedience to the instructions of the head of his department. But, if he *had* made charges, in the true and technical sense, he would still have performed his *whole* duty in laying them before the head of his department.

For the accused to inform the accuser that he is ready for a court martial when the accuser chooses to appear as prosecutor, as in the case before me, is a step which I do not believe was ever heard of among military men until now. But suppose, for a moment, that it were a proper step, and that a court martial were the proper tribunal to investigate Colonel Brant's case as it now stands; why did he wait until the very day that Captain Crosman left St. Louis for distant frontier service, before he informed him of his readiness to appear before a court? Colonel Brant and Captain Crosman were in St. Louis at the same time, some ten or fifteen days before the latter left; and Colonel Brant had then been in possession of the accusations against him ever since he arrived at Washington City from Florida, which was some months before he took the *novel* step of informing his "*accuser*," as the Argus terms Captain Crosman, of his readiness to appear before a court martial. When Captain Crosman left St. Louis, it was for distant service, which Colonel Brant knew; and he knew, also, that the Captain is under order to repair to Boston as soon as he performs the duty he is now on. Did these facts have any influence in delaying Colonel Brant's "*demand*," as it is called, until just as Captain Crosman was leaving the city, perhaps forever?

But it is said that a court martial is "the only proper tribunal in such cases." Now I assert that, as the accusations now stand, a court martial, so far from being the "only proper tribunal," *could not investigate them* until they assume the distinct form of specific charges; and this Colonel Brant himself will assent to. And I have before shown that it was not Captain Crosman's duty to put them in this distinct form.

It is said that Captain Crosman did not reply to the Colonel's demand. He did not, because he was struck dumb with astonishment at the novelty of the step, as was every one at all acquainted with the proper course to be taken; and he had no time to reflect on what to say. But, it is asked, why should Colonel Brant appeal to a court of inquiry? Because it is the "only proper tribunal" to appeal to, as the matter stands; and *because*, if Colonel Brant is innocent of the accusations, a court of inquiry could be assembled at this place in twenty-four hours, and could and *would* make his innocence appear. Whereas, a court martial, composed of officers of suffi

cient rank to try Colonel Brant, could not be assembled for a long time, owing to the nature of the service which the officers of the army are engaged in at this time, and to the distance they are from this place. In the interim, the limit of time (two years) within which courts martial may investigate alleged misconduct might expire. But a court of inquiry may investigate derogatory reports, of any age, if the aggrieved party *desires* it; and to such a tribunal, officers who feel their consciences clean are *universally* in the habit of appealing, with the least possible delay, when they are wrongfully accused, or when any report touching their *official* honor comes to their ears from any respectable source. I am not the keeper of Colonel Brant's conscience, nor do I pretend to judge of his guilt or innocence of the accusations against him; but, as the question was asked, why he should appeal to a court of inquiry instead of a court martial, I have answered, with one or two reasons among many which might be given, under the supposition that the question was asked in sincerity. There are yet others, but as I have already occupied room enough in your paper for one day, I will reserve them for future use, if it should become necessary to use them; closing with the remark, that a court of inquiry is to a court martial what a grand jury in civil life is to the petit jury—it investigates charges, to ascertain whether they contain criminal matter; and its range of investigation is, like that of a grand jury, wide.

VINDICATOR.

No. 38.

ST. LOUIS, MISSOURI, *January 16, 1839.*

SIR: I am directed by the court of inquiry now in session at this place by the special direction of the President of the United States, and empowered by act of Congress to take testimony, to state to you that the court is now waiting for your attendance before it as a witness, in conformity to the summons this morning served upon you. You are, therefore, again requested to appear before the court immediately.

I am, respectfully, your obedient servant,

J. F. LEE,

Lieutenant U. S. Army, Judge Advocate and Recorder.

Capt. JAMES B. HILL,

Of the steamboat United States, St. Louis, Mo.

ST. LOUIS, *January 16, 1838.*

Having been summoned to appear before the court of inquiry now in session, I take leave respectfully to inform the court that the interests of the owners of the steamboat "United States," which I command, will not permit my absence from the boat.

Having refused the same to the former court of inquiry in the case of Captain Crosman, I do not feel myself bound, in this case, to neglect the interests of my owners, even to refute slanders and foul calumnies against my friend.

Very respectfully,

J. B. HILL.

Lieutenant LEE, Judge Advocate and Recorder.

No. 39.

COURT-ROOM, *St. Louis, January 17, 1839.*

SIR: In reply to the inquiry of the court, I have to state that James B. Hill is the brother of the late William Hill, one of the partners of McGun-negle; and, on the death of his brother, either settled, or was a party to the settlement of, his brother's estate. He is, perhaps, the only person on whom the court can call, who can *certainly* know the fact of the alleged partnership between Lieutenant Colonel Brant and that firm; and he has declared such to be the fact, as I am informed and believe.

Very respectfully, your obedient servant,

G. H. CROSMAN,

*Captain 6th Infantry, and Assistant Quartermaster.*Licut. J. F. LEE, *Recorder, &c.*

No. 40.

ST. LOUIS, January 17, 1839.

GENTLEMEN: Will you do me the favor to examine the two buildings (the brick and frame warehouses) corner of Second and Laurel streets, (the latter fronting on Second street,) with a view to give your opinion as a witness, before the court of inquiry to-morrow, as to the yearly value for rent of those buildings, for (say) the last three years?

Mr. Glasgow and Mr. E. Tracy have examined them, at my request, and have given their opinion; but I wish, in a matter of opinion merely, to get more testimony. It is understood that the cellar of the brick building is too wet for use; and, therefore, this circumstance should be borne in your mind in estimating its rent.

Very respectfully, &c.,

G. H. CROSMAN,

Captain U. S. Army.

To—

Messrs. John Lee

Andrew Elliot

David Tatum

James Clemens

J. R. Stanford.

Theo. L. McGill

R. Taylor

W. P. Hunt

Messrs. Alford Tracy

Vonphul?

J. Shaw

Henry Choteau

Wm. Carr Lane, Esq.

C. C Rhodes.

Augustus Kerr.

No. 41.

QUARTERMASTER GENERAL'S OFFICE,

Washington, November 22, 1837.

SIR: I have been prevented by a press of business from replying, at an earlier date, to your letter of the 21st ultimo.

The facts which it discloses, if not misapprehended by you, are of a very extraordinary character. The subject shall, in due time, be thoroughly investigated; but it must necessarily be suspended until Major Brant can be present. In the mean time, any further information you may collect in relation to that, or any other irregularity in the manner of conducting the business of the department at the station assigned to you, will be reported

to this office, accompanied by such proof as may come into your possession.

About a year ago I had a correspondence with Major Brant on the subject of the rent of storehouses at St. Louis. As it may facilitate your further inquiries, I send you herewith a copy of my letter to him, and of his reply.

I am aware of the delicacy of your position, but it is the obvious duty of a public agent, when abuses come to his knowledge, to expose them to the authority whose duty it is to apply a corrective; and, however unpleasant the task, that duty should be performed without reserve.

I am sir, &c.,

T. CROSS,

Acting Quartermaster General.

Captain GEORGE H. CROSMAN,

Assistant Quartermaster, St. Louis, Mo.

No. 42.

QUARTERMASTER GENERAL'S OFFICE,
Washington, December 13, 1837.

SIR: Your letter of the 18th of October was duly received, but was necessarily laid over until the accounts of Major Brant for the third quarter were taken up for examination.

The following payments "for foraging and keeping public horses and mules for the dragoon service, and for the Florida campaign" appear in this accounts:

Abstract B.

Voucher No. 20. July, 1837. Wm. Dowler, equal to 183 weeks,	
at \$3 per week	\$549 00
Voucher No. 21. July, 1837. John Kimball, equal to 234 weeks,	
at \$3 per week	702 00
Voucher No. 73. August, 1837. Wm. Dowler, equal to 325 weeks, at \$3 per week	975 00
Voucher No. 74. August, 1837. J. A. Bradshaw, equal to 359 weeks, at \$3 per week	1,077 00
Voucher No. 70. September, 1837. John Kimball, equal to 165 weeks, at \$3 per week	495 00
Voucher No. 69. September, 1837. John Kimball, equal to 264 weeks, at \$2 per week	529 71
Total	\$4,327 71

The above statement presents the results which are produced by multiplying the number of horses, in the different parcels, by the number of days they were kept, and then averaging the time by the week.

I do not altogether approve of this mode of foraging public animals, even where the price of their keeping is fairly adjusted, as there is no sufficient assurance that they are faithfully fed. But, as it seems to me that three dollars per week, for each horse, must considerably exceed the cost of the forage ration at St. Louis, where grain is usually very low, I desire that you will ascertain, by inquiry of the individuals to whom the payments were made, the nature of the fare which the public animals were to receive under Major Brant's arrangement, and also the value of the forage

ration, by the current prices at the time the transactions occurred. The payments are heavy, and this information is necessary to enable me to judge of the propriety of the arrangement.

I am, sir, &c.,

T. CROSS,

Acting Quartermaster General.

Captain GEORGE H. CROSMAN,

Assistant Quartermaster, St. Louis, Mo.

No. 43.

QUARTERMASTER GENERAL'S OFFICE,
Washington, February 14, 1838.

SIR: I return you the letter of Colonel Benton of the 12th instant; and have the honor to state, in reply, that, in the month of October last, Captain George H. Crosman, the temporary successor of Major Brant at the St. Louis station, made a report containing imputations against Major Brant's official conduct in connexion with his duties as quartermaster.

Under ordinary circumstances, an immediate investigation would have been instituted in the case; but as Major Brant had just been assigned to duty with the army in Florida, and had left St. Louis, I apprized Captain Crosman, in acknowledging the receipt of his report, that "the subject shall in due time be thoroughly investigated, but it must necessarily be suspended until Major Brant can be present."

As it was impossible to withdraw Major Brant from duty in the field for the purpose of investigating his official conduct, and as no use could be made of the reports against him, without doing him injustice, I did not feel at liberty to bring the case before you. The papers were, therefore, placed on the files of this office until the proper time should arrive for instituting the investigation, when Major Brant will, of course, be made acquainted with the imputations against him, and have an opportunity of vindicating his character.

You will, therefore, perceive that action on the case has been necessarily delayed. Indeed, under the circumstances, there could not have been any, without injustice to the party implicated, who is remote from the scene of the alleged abuses, engaged in arduous and important duties.

I have the honor to be, sir, very respectfully, your obedient servant,

T. CROSS,

Acting Quartermaster General.

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

No. 44.

QUARTERMASTER GENERAL'S OFFICE,
Washington City, June 2, 1838.

SIR: I enclose herewith, for your information, copies of several reports made by Captain G. H. Crosman, assistant quartermaster, who succeeded you in the duties of the quartermaster's department at St. Louis, alleging

sundry irregularities which have disclosed themselves in your official transactions at that station. I also enclose copies of such letters as have been written from this office, on that subject, to Captain Crosman and others.

I am, sir, &c.,

T. CROSS,

Acting Quartermaster General.

Major J. B. BRANT,

Quartermaster U. S. A., Washington City.

No. 45.

QUARTERMASTER GENERAL'S OFFICE,

Washington, April 28, 1838.

SIR: I have received your report of the 13th instant, enclosing a letter of John Darneille, accompanied by his deposition to the truth of its contents, relative to the purchase of horses by Major Brant in June last; and I herewith enclose you copies of the accounts, as requested. It is to be regretted that the writer did not state the price at which the horses were taken from Mr. Walker, in payment of his liabilities to Major Brant. You will please call upon him to do so, before showing the copies of his accounts furnished for the same horses, and transmit the result of your inquiries to this office.

I am, sir, respectfully, your obedient servant,

T. CROSS,

Acting Quartermaster General.

Captain GEO. H. CROSMAN,

Assistant Quartermaster, St. Louis, Mo.

No. 46.

QUARTERMASTER GENERAL'S OFFICE,

Washington, October 29, 1836.

SIR: I enclose you a copy of a letter from Lieutenant Kingsbury, assistant commissary at St. Louis, to the Commissary General of Subsistence, on the subject of a storehouse for the safekeeping and preservation of the provisions in his charge. If the state of the case be such as is represented, it is wrong, and should be immediately corrected, either by assigning to the commissary a separate apartment in the quartermaster's storehouse, or renting a suitable one. It is not proper that supplies, for which a public agent is responsible, should, as represented by Lieutenant Kingsbury, be "partly stored in a merchant's warehouse with stores of individuals, and partly in his cellar, almost out of the custody of the agent, who has not the key to either." Nor is the necessity for this perceived, when a house is rented at St. Louis at six hundred dollars per annum, which, as appears by your reports, is "occupied for storing public supplies."

In reporting on this case, I will thank you to state the extent of the house rented by you for storing public supplies—showing the number of rooms, their size and description, and how they are occupied.

I perceive that a similar complaint was made some time ago, and that you were written to from this office on the subject ; but I have not been able to find any report from you in reply.

I am, sir, very respectfully, yours,

T. CROSS, Major,
Acting Quartermaster General.

Major J. B. BRANT,
Quartermaster U. S. Army.

The above is a true copy from the records of this office.

HENRY STANTON,
Acting Quartermaster General.

QUARTERMASTER GENERAL'S OFFICE,
January 2, 1839.

No. 47.

ST. LOUIS, MO., *March 15, 1839.*

SIR : In making up the appendix, I cannot find a letter addressed to the recorder of the court by Captain Crosman, which is referred to at page 234 of the record, and was ordered to be placed in the appendix. This letter was offered by Captain Crosman with a view to bring before the court an additional accusation against Colonel Brant ; which the court declined to "take cognizance of," for the reasons as stated in their decision, recorded page 234. The substance of this letter was : that the testimony of the witness T. J. Baird [pages 231 and following] shows that the mules at Colonel Brant's pasture were broken for the public service by the muleteers in the pay and employment of the United States ; and that he (Captain Crosman) was informed that William Dowler, Colonel Brant's overseer, signed a voucher as for money received for breaking mules at that pasture. Captain Crosman requested the court to call on Colonel Brant to produce the voucher. I understand the letter of Captain Crosman to allege that Colonel Brant charged the Government for services as rendered by Dowler, which services were performed by men employed and paid by the United States. I submit this statement in explanation of the letter I have lost.

Respectfully, your obedient servant,

J. F. LEE,

Lt. U. S. A., Judge Adv. and Recorder Court of Inquiry.

Colonel E. CUTLER,
4th Regt. U. S. Inf., President of the Court.

No. 48.

[From the Baltimore Chronicle of August 21, 1838.]

Recent promotions in the army.—We have been officially informed by the Globe of the promotion of Major Brant to a lieutenant colonelcy in the army ; and more recently of his being selected for the performance of certain public duties at St. Louis—duties involving a high responsibility, and the disbursement of a large amount of public funds.

We have no personal acquaintance with Lieutenant Colonel Brant, nor have we any grounds to believe him otherwise than well qualified for the office of quartermaster at this post; but we should be glad to be informed by those who have access to the *powers that be*, and more especially to the office of Quartermaster General at Washington, what disposition has been made of certain charges of gross official misconduct which were said to have been preferred against Lieutenant Colonel Brant, and to which allusion was made in letters which were published at Washington and at St. Louis in February or March last.

Unless the information contained in that correspondence was incorrect, there are now on file in the War Department specifications of improper conduct on the part of that officer, while quartermaster at St. Louis; and, unless we are incorrectly informed, these charges have been overlooked in the recent promotion of that gentleman.

We have no desire, as public journalists, to wake up departing embers of old fires; nor have we any desire to inquire into the peculiar relations which exist between the quartermaster at St. Louis (who has been yet more recently said to hold in his breeches pocket 30,000 yellow boys, destined to reach St. Louis about the first Monday in August) and a certain honorable Senator from the State of Missouri; but we have a desire—and that a strong one—when the honor and integrity of any one member of our glorious little army has been impeached, that such impeachment should be inquired into, and the truth or falsity thereof ascertained and made known.

This course would seem to be particularly called for, when such charges are made by a brother officer and his successor in office, as we learn is the case in the present instance.

We are not acquainted with the officer who is said to have made the charges now alluded to, nor, indeed, do we know his name; but we hold it to be incumbent upon the head of the bureau at Washington to institute an inquiry into the truth of any and all imputations upon the character of our officers in every instance, and especially when that officer is put in nomination for promotion to a higher grade in the army.

We allude to these circumstances not as partisans, but as friends and admirers of both branches of the service. A stain has been cast upon the army by the promotion of one, upon whom, if not guilty, imputations have been thrown of a character derogatory to an officer; and the army calls for the ejection of either the defendant or the plaintiff in the case.

[From the Baltimore Chronicle of August 31, 1838.]

The appointments in the army.—We alluded some days since to one of the recent promotions in the army, in which there had been an apparent oversight of certain charges against the officer mentioned.

We are, indeed, as much surprised that an officer in our service could be found who would allow charges of corruption and malpractice against him to slumber or to be slighted, while his nomination was pending for promotion to a higher grade, as we are to learn that the Executive Department of our Government would permit such nomination to be made and confirmed, while there were, and are, among the records of that department, serious charges of misconduct against the nominee—charges, too, which, if substantiated, would suffice to cashier, or at least to suspend, the officer from rank.

In the present case, an inquiry into the truth or falsity of the allegation is peculiarly called for, because Colonel Brant has hitherto held a responsible office at St. Louis, requiring the disbursement of heavy public funds, in the discharge of which duties the malpractice now mentioned took place; and the recent appointment not only reinstates him in his former disbursing office, but gives him a higher grade in the army, and, of course, increased pay and emoluments.

So much surprise was created among the officers resident at St. Louis, and its citizens, that this matter was publicly alluded to by one of the daily papers of that city in January last, in an article entitled "Will party save him?" This fact we learn by the letter, which was published, of Colonel Benton to Mr. Poinsett, Secretary of War, in which Colonel Benton attempts to exculpate himself from any interference on behalf of his nephew, Major Brant.

Major Brant (now promoted to a lieutenant colonelcy) arrived at Washington in June last from Florida. He had been no doubt previously informed by the War Department that the charges now alluded to were on file, awaiting his return and defence.

What was, then, the honorable course to be pursued by an honorable officer and sub-treasurer? The dignity of the soldier, the respect of the man, would seem at once to demand an immediate inquiry into the accusations against him.

But was this done? No! On the contrary, the new bill of promotions was laid before the Senate for confirmation. No allusions were made to, nor was this co-ordinate branch of the Government advised that there were, charges of official misconduct against one of the nominees. Ay, the charges slumbered—slept; and he who should have accepted the nomination without fear and without reproach, was smuggled into that honorable body, and nursed there under the huge cloak of "My Uncle."

It is true that these charges have not been substantiated and ascertained, but this is because no court has been instituted to inquire into them; but we are informed that they are supported under oath, and are in such a form as to require investigation.

The nomination was made and confirmed; and the present Colonel Brant, with his commission in his pocket, left Washington, via the United States Mint, about the time of the adjournment of Congress, for St. Louis, where he has arrived, and has probably taken upon himself the discharge of his new duties, and the circulation of \$30,000 in gold among the public creditors at that station, leaving the "charges" 800 miles in his rear. We refer to these matters not as partisans, but as public journalists. The honor of the army requires that no man shall be sustained in his rank and station against whom there is a breath of an imputation, or the shadow of a charge. At the same time, we mention these circumstances not upon hearsay or report merely, but upon the representations and knowledge of those who are better informed than ourselves; and if Mr. Poinsett will continue to allow this matter to slumber unto death, we are, indeed, mistaken in our estimate of his calibre and of his fitness for a cabinet officer.

St. Louis, March 12, 1838.

SIR: The enclosed slips, cut from a newspaper, contain two letters from the honorable T. H. Benton, charging an officer of the army with being the author, or of having furnished the materials, of a political article which ap-

peared in the St. Louis Republican of January last, headed "Will party save him?"—and one from me to the editors, disclaiming all authorship or agency in the article alluded to.

This disclaimer, which I have thus promptly and publicly made, is, I conceive, under the circumstances, a simple act of justice to myself and the army.

Since my relieving Major Brant, and exposing, as my duty required, his irregularities at this post, I have constantly endeavored to avoid, and as far as possible prevent, all newspaper publications on this subject; and perhaps it may not be thought entirely unnecessary or improper for me here to declare, that the only articles written by me for publication in this way have been to defend, or to repel and refute, the many abusive and calumnious attacks of party editors upon the army and its administration, particularly in relation to the war in Florida.

I had prepared a long communication on this subject, addressed, through you, to the Secretary of War; but, after some reflection, concluded to substitute this brief mode of defence.

As the chief of my department, then, and the proper medium of official correspondence in this case, I respectfully request you will submit this letter, with its enclosures, to the Secretary, for whom I entertain the highest respect, personally as well as officially; with the assurance of my anxiety to be acquitted, in the minds of all honorable men, of any participation in the publication referred to.

I am, sir, very respectfully, your obedient servant,

G. H. CROSMAN, *U. S. army.*

Major T. Cross,

Acting Q. M. Gen. U. S. army, Washington, D. C.

No. 49.

COURT-ROOM, *St. Louis, February 12, 1839.*

Captain Crosman respectfully submits to the court whether G. K. McGunnegle is a competent witness in this case.

One of the subjects of this inquiry is the imputed copartnership or pecuniary interest of Lieutenant Colonel Brant in a mercantile house of which the witness is proven to be a partner; and the evidence already in possession of the court shows that Lieutenant Colonel Brant has been interested in the money concerns of said house; and also that both Hill and McGunnegle have been in the habit, for a number of years, of signing receipts, on accounts made out in their names, for rents of buildings and offices which belonged, in fact, to Lieutenant Colonel Brant.

Besides this, I believe there are papers now in possession of the court, but not yet examined by them, which will conclusively prove that the witness has a direct and important private interest in the issue of this investigation.

Respectfully, &c.,

G. H. CROSMAN,
Captain 6th Infantry.

No. 50.

MAY 29, 1835.

DEAR SIR : Please endorse the bill of exchange handed you with this communication. I deem it proper to state that the bill is made on a shipment of bacon to New Orleans, under full *insurance*, and, in case of loss, payable to us. The amount arranged by Forsyth & Co., in New Orleans, for their house, was $\frac{1}{4}$ per. cent.; which sum for all endorsements we will pay you with pleasure.

Truly, your friend,

WILLIAM HILL.

Major J. B. BRANT.

No. 51.

COURT-ROOM, *St. Louis, February 13, 1839.*

SIR : In a letter addressed to the court on yesterday, by Captain Crossman, the gentleman who says that he is not the prosecutor in this investigation, there is the following paragraph : " Besides this, I believe there are papers now in possession of the court, but not yet examined by them, which will conclusively prove that the witness has a direct and important private interest in the issue of this investigation." The witness alluded to is the one now under examination, and his testimony, as the court is aware, is highly important to my defence. Under such circumstances, if there are any papers in the possession of the court, which go to prove, or do prove, that he has such an important private interest in the result of this investigation, (which, of course, must mean a pecuniary interest, as none other could have that effect,) as to render him an incompetent witness, it is very material to me that I have permission to examine those papers, in order, if possible, to do away that private interest, and make him competent to give testimony ; a course which, I am advised, is one of every day practice in the civil courts, where an individual is incapacitated to testify as a witness, by reason of his having a direct pecuniary interest in the result of the cause.

Very respectfully, I am, sir, your most obedient servant,

J. B. BRANT,
*Lieut. Colonel U. S. A.*Lieutenant JOHN F. LEE,
Judge Advocate and Recorder Court of Inquiry.

No. 52.

*Abstract of subsistence stores, &c. furnished and delivered by Hill & McGunne-
negle, in April and May, 1832, at Beardstown and Peoria, on the Illi-
nois and Yellow Banks, on the Upper Mississippi river, by order of his
excellency Governor John Reynolds, of Illinois, and in pursuance of a
written contract made with Colonel Enoch C. March, assistant commis-
sary, &c., setting forth the prices stipulated to be paid, and those actually
paid, by Captain J. B. Brant, assistant quartermaster of the U. S. army.*

Articles.	Contract price.	Aggregate amount per contract.	Price paid.	Aggregate receipt.
6,700 bushels shelled corn, (in sacks) -	\$1 50	\$10,050 00	\$1 50	\$10,050 00
122 barrels pork - - -	19 50	2,348 50	{ 14 30 } 14 25 }	1,744 05
140 barrels flour - - -	11 50	1,610 00	9 00	1,260 00
4,487 pounds small bar lead - - -	10	448 70	10	448 70
1,100 pounds rifle powder - - -	60	660 00	36½	403 33
7,000 gun flints - - -	1½	105 00	1	70 00
977½ gallons whiskey - - -	1 00	977 50	60	586 50
840 pounds soap - - -	12½	105 00	9	75 60
360 pounds candles - - -	20	72 00	16½	60 00
42 bushels salt - - -	2 00	84 00	1 35	56 70
63 gallons vinegar - - -	50	31 50	50	31 50
228 pounds rice - - -	12½	28 50	9	20 52
832 pounds sugar - - -	13	98 64	10½	86 31
204 pounds coffee - - -	25	51 00	19½	39 78
62 gallons molasses - - -	75	46 50	66½	41 33
63 gallons Jamaica spirits - - -	3 00	189 00	1 90	119 70
96½ gallons wine - - -	2 50	241 50	2 50	241 50
38 pounds tea - - -	2 00	76 00	1 75	67 25
139 yards flannel. - - -	1 50	208 50	75	104 25
84½ yards muslin - - -	50	42 12	16½	14 05
9,839 pounds bacon - - -	12½	1,229 88	9½	959 30
		18,703 84 16,480 37		16,480 37
Amount deducted - - -	-	2,223 47		

No. 53.

APRIL 3, 1829.

DEAR SIR: We hand you \$90 for rent up to the 1st inst. From the 1st of the present month, we shall engage to pay you \$25 per month. The \$500 borrowed we shall pay you when required. We have to remark, that it is our calculation to pay you interest on this money, as long as we may have it, at the rate of ten per cent. Any moneys that you may have at any time unemployed, not exceeding 10 to \$1,500, it will be a very great convenience for us to have the use of, for which we will be glad to pay interest at the rate above mentioned, and to be, at all times, subject to your order. We can make double interest out of the amount of money mentioned.

Yours, truly,

HILL & MCGUNNEGLE.

Capt. J. B. BRANT.—Present.

No. 54.

ST. LOUIS, February 18, 1839.

SIR: I am anxious to commence my journey eastward as soon as my duties before the court will permit. If the court, therefore, considers my longer attendance before it unnecessary, I have to request my discharge, in order that I may proceed, by the earliest opportunity, to my post.

Very respectfully, your obedient servant,

G. H. CROSMAN,

Capt. 6th Infantry & A. Q. M.

Lieut. JOHN F. LEE,

Recorder, &c., Court of Inquiry.

No. 55.

COURT-ROOM, February 26, 1839.

SIR: I wish it to be placed on the record, that I object to the reintroduction of John Darneille for the purpose of again testifying before this court.

I trust, however, that if the court overrule this objection, it will direct that said Darneille shall not see, nor, so far as this court can prevent it, be informed of, the testimony given this day on the part of the defence—at least that portion of it which relates to transactions in which his name has been mentioned. If the court determines upon re-examining Darneille, I beg leave respectfully to request that he may be sent for now, forthwith, before he can have an opportunity of learning what has transpired before the court to-day, and sufficient time afforded him to concoct “explanations.” I cannot trust him; and I submit to the court, from the developments now made, whether it is not more likely to promote the ends of truth and justice that the examination take place at once. I remain, &c.

J. B. BRANT,

Lieut. Colonel, United States Army.

Lieutenant J. F. LEE,

Recorder and Judge Advocate Court of Inquiry.

No. 56.

ST. LOUIS, August 25, 1838.

Statement of Mr. Oliver Dubois, in relation to the employment of Mr. John Darneille, as an agent for the purchase of horses.

Question. Do you know on whose recommendation Mr. John Darneille was employed by Major Brant as an agent to purchase horses for the public service?

Answer. I believe it was chiefly on my recommendation. Darneille applied to me several times to recommend him; he stated that he was doing nothing, and would very much like to be so employed; and, believing him to be a tolerably good judge of horses, I recommended him as such accordingly.

OLIVER DUBOIS.

J. HAVERTY.

No. 57.

Statement of Samuel Gracey, relative to certain horses purchased by John Darneille, on account of the United States, in the month of June, 1837.

Samuel Gracey states, that he was at the stable in St. Louis when John Darneille brought in certain horses and oxen, said to have been purchased by him, as agent of Major Brant, on account of the United States. Major B. and Darneille examined the horses. The Major seemed to think some of the horses too high; Darneille, on the contrary, insisted that the prices were reasonable; and one, in particular, objected to on the ground of size, was pronounced by him a serviceable hardy animal, and well worth the price; that the oxen were considered reasonable, he (Darneille) stating that he could have traded them for a horse worth \$125, by giving a small boot—say \$10 or \$20. It was understood by me that some of the horses and the yoke of oxen were got by Darneille from a Mr. W. Walker, of Franklin county, Missouri; but in the transaction Darneille appeared in the light of the seller, and Major Brant the purchaser. Darneille acted in the same manner as Mr. Dubois, Gentry, Bradshaw, and others, who were employed as agents by Major Brant for the purchase of horses. Mr. Gracey further says, that he did not suppose that Major Brant had any more interest in those animals brought in by Darneille than in those brought in by the other agents. At a subsequent period, he says, that Darneille manifested some dissatisfaction in consequence of Major Brant having refused to take, at his prices, certain horses which he (Darneille) wished to sell to the Government. The horses and oxen procured by Darneille from Walker were valued by Darneille at their worth in the St. Louis market, and taken by Major Brant, on account of the United States, accordingly, so far as I could judge from the conversation I heard between the parties. He, Samuel Gracey, further and finally states, that he signed a number of receipts to Major Brant for the sale of horses, but never any receipt in *blank*, as far as he recollects and believes.

Given at St. Louis, this 18th day of August, 1838.

SAMUEL GRACEY.

Sworn to and subscribed before me, this 18th day of August, A. D. 1838.

J. W. WALSH,

Justice of the Peace, St. Louis County.

No. 58.

COURT-ROOM, March 1, 1839.

SIR: On yesterday you informed me that the court had instructed you not to furnish extracts from the record to me, unless by permission of the court; and I further understood you to say that the court had directed that I should not be permitted to read any part of the record, unless in the court-room, in the presence of the court. As the testimony on my part is now closed, I beg leave to state that, for the purpose of enabling me to make my defence, it is of importance to me that I should be allowed access to the record, as there are large portions of it of which I possess no copy. I al-

lude particularly to the various decisions of the court, and my communications to it, during the progress of the investigation.

I remain, &c.

J. B. BRANT,

Lieutenant Colonel, U. S. A.

Lieutenant JOHN F. LEE,

Judge Advocate and Recorder Court of Inquiry.