

IN SENATE OF THE UNITED STATES.

JANUARY 4, 1839.

Submitted, and ordered to be printed.

Mr. TIPTON submitted the following

REPORT:

[To accompany Senate bill No. 166.]

*The Committee of Claims, to which was referred sundry depositions to establish the claim of Richard Robertson, of Alabama, to compensation for a bay mare, lost in the service of the United States in the year 1814, report:*

That the committee have examined the case with great care, and find that N. B. Rose, brigade quartermaster of General Coffee's brigade, testifies that, in the early part of the year 1814, he was ordered by General Jackson to procure wagons to transport provisions to his army; to use all possible means to procure them by hire, or by impressment, and to employ agents to assist him, if necessary; that he employed Jephtha Isbell, as agent to assist him, under the character of pressmaster, which duty he performed under his orders and instructions; and that, in the performance of that duty, his authority was respected as such. E. King, in his deposition, has testified that, in January, 1814, Richard Robertson's wagon and team were pressed into the service of the United States by Jephtha Isbell, who was then acting agent for N. B. Rose; and that a bay mare, one of the team, worth one hundred dollars, was never returned to said Robertson. The claimant testifies that, in the early part of the year 1814, his wagon and four horses were pressed into the service of the United States by Jephtha Isbell, acting as agent for Niel B. Rose; that the wagon and team were appraised at \$483, but that the appraisal thereof has been lost or mislaid, so that he cannot find it; that his wagon and team were under the immediate command of Samuel Tatum, wagonmaster general, immediately after the same was impressed, and were in the service of the United States, as aforesaid, for the space of forty-two days, engaged in carrying provisions to General Jackson's army, at that time in the Indian nation; and that, while thus employed, a mare belonging to the said team, worth at least \$100, perished and died in said service; and that he has never received from any officer or agent of the United States any horse or other property in lieu of the property he lost, nor any compensation for the same; that he is justly entitled to compensation therefor from the United States; that he cannot produce the testimony of the officer or agent of the United States, Jephtha Isbell, who impressed his wagon, and who contracted that

the United States would pay him \$3 per day for the use of his wagon and team, nor of the officer under whose immediate command the said wagon and team were employed at the time of the loss of his mare as aforesaid, because both, to wit, Jephtha Isbell and Samuel Tatum, have, as he is informed and verily believes, departed this life; that he did not agree to incur the risk to which his property would be exposed, nor did he engage to supply the said horses with forage during the time his team was engaged in the public service. The loss of the mare he alleges was sustained without any fault or negligence on his part; and he believes that it was occasioned by the United States failing to furnish sufficient forage. The mare, he states, was left behind, on the return of his wagon and team, because she was so much exhausted, from fatigue and want of food, that she could not travel; that she died shortly after, he having seen her dead near the place where she was left. He also claims of the United States payment of the money which he paid the wagoner who drove his team while in the public service, to wit, \$42, being \$1 per day, while he was, according to his contract, to have \$3 per day for his wagon and team; and, if he furnished a driver, he alleges that he was to have been paid \$1 per day in addition to the \$3 for his wagon and team. He also states that he did furnish the driver, and paid him \$42.

The committee would remark, in relation to the latter claim, that, among the papers referred to them, is a letter from the Third Auditor of the Treasury, dated the 23d January, 1838, stating that the hire is expressed to have been for his (the claimant's) wagon, team, and driver; and that a receipt is on file, in the office, dated 6th of May, 1814, and states expressly that the sum received was in full. The committee are, therefore, of opinion that the last item of his claim is not well founded.

As regards the claim for the mare, which it is proven was pressed into the service of the United States and was wholly lost to the owner, in consequence of exhaustion and on account of the United States failing to furnish forage, the committee think this item of his claim well founded, and report a bill.