

1-26-1843

Joseph M. Hernandez

.

Find similar works at: <https://stars.library.ucf.edu/cfm-texts>  
University of Central Florida Libraries <http://library.ucf.edu>

This Manuscript is brought to you for free and open access by the Central Florida Memory at STARS. It has been accepted for inclusion in Text Materials of Central Florida by an authorized administrator of STARS. For more information, please contact [STARS@ucf.edu](mailto:STARS@ucf.edu).

---

#### Recommended Citation

., "Joseph M. Hernandez" (1843). *Text Materials of Central Florida*. 116.  
<https://stars.library.ucf.edu/cfm-texts/116>

JOSEPH M. HERNANDEZ.

JANUARY 26, 1843.

Mr. COWEN, from the Committee of Claims, submitted the following

### REPORT :

*The Committee of Claims, to which was referred the petition of Joseph M. Hernandez, report :*

That this claim is for damages sustained by the petitioner by the destruction of his buildings and personal property in East Florida, in the years 1835, 1836, and 1837, by the hostile Seminole Indians. The petitioner estimates the damages which he claims from the United States at \$99,017 19 $\frac{1}{2}$ . He represents that the Indians destroyed his buildings on two large and valuable plantations ; his standing crops of cane, corn, potatoes, and peas ; his cattle, fodder, and plantation utensils ; and many other articles of personal property—in all amounting to the sum claimed. The petition is accompanied with a statement of his account of damages sustained, a large volume of evidence, an abstract of the evidence, and remarks on the case presented in the petition and papers.

It will be seen that the petitioner speaks of the occupation and use of some of his property by the United States. It is not understood as introduced with a view to compensation. A bill has been passed into a law, providing for a settlement and payment of his claim on this account ; and it is mentioned here, for the information of such as may not know of this law. (See 9 Laws of the United States, p. 974.)

This petition, as the committee understand the allegations of the petitioner, does not raise a new or unsettled question. In consideration of the amount claimed, and of the fact that this is one of a numerous class of claims against the Government depending upon the same principle, and that it has been often before Congress, and been sanctioned at least upon one occasion by a committee of the Senate, and by some supposed to have been sanctioned by the Senate during the last session, the committee have thought proper to go at some length into a consideration of the facts and principles involved.

This is a case of damage arising from the acts of a public savage enemy. At the time the property of the petitioner was destroyed, the Seminole Indians were at war with the United States, and the destruction of this property was in accordance with the usages of Indian warfare. Though it is contended, on the behalf of the petitioner, that the military occupation of the buildings was the procuring cause of their destruction, yet it will not be denied that this depredation was a departure from the usages of savage warfare.



As a general rule, to which there may be exceptions, Governments are not bound to compensate private persons for damages arising from a state of war. This rule extends to cases of damages occasioned by the lawful destruction of property by a civilized enemy. This Government, by act of Congress, in 1816, became liable to pay for buildings which were occupied by the United States as a military deposite, and, while so occupied, were destroyed by the enemy, during the last war with Great Britain—provided that such occupancy was the cause of their destruction. This, in the opinion of the committee, was an undertaking, on the part of the Government, to do what it was not absolutely bound to do by the principles of public law. It was not, the committee think, a duty of perfect obligation; though, beyond doubt, it was both just and expedient to assume the obligation. Having adopted that rule in relation to the damages sustained during the war of 1812, it is the more the duty of this Government to adhere to it in all subsequent cases; and, perhaps, the principle of that act may now be considered as a part of the public law of the United States.

This Government has not, in any individual case known to the committee, gone beyond the principles of the act of 1816, in regard to the destruction of buildings or personal property, when not in the military service of the Government. It is a principal duty of Governments to protect private citizens in the enjoyment of their rights, so far as it may be in their power. This obligation is not confined to cases of public and foreign enemies, nor to the security of such persons and property as may be within the territorial limits of the State, but it extends to every species of injury wherever the national sovereignty exists. The obligation to protect does not carry with it the obligation to make good all losses which may arise from a failure to fulfil this duty. The Government does not ensure the citizen against loss of property, or injury of person, from the acts of foreign enemies, or domestic violence, or individual acts of fraud or force. There is no mutual hazard where there is not a mutual interest. The community composing a State have no communion of interest in the property of the individuals composing the community, and therefore they are not liable for the loss.

There may be cases where an enlightened and humane policy would justify, and perhaps require, Governments to compensate individuals for injuries sustained by the calamities of war. The practice, so universally commended, of granting pensions to wounded and indigent soldiers, is founded upon this principle, and so are the various laws to be found in our statutes providing for compensation for horses and other property lost whilst in the military service or use of the United States. These acts of Congress were not passed in consideration of an absolute and fixed obligation on the part the United States. Whether expedient or not depends upon the general condition of the country, and its revenue and resources at the time, and is ever addressed to the sound discretion of the legislative power.

In considering whether compensation should be made in a given case, we should look to the effect and consequences of acting upon and sanctioning the principles upon which the claim is made. In the case before us, the damage resulted from the destruction of private property by a public and savage enemy. Before we determine to make payment of a claim of this kind, it becomes us to inquire and to ascertain to what extent the Treasury will be charged by similar claims. We cannot stand justified by



Joseph M. Hernandez  
 January 26, 1843

3

496997

12500

refusing other claims for compensation for damages from like causes, if this be paid. It is our duty to administer justice with an even hand; and if General Hernandez be paid this claim out of the Treasury, why should we not, upon the same principle, make good the losses which have been sustained by the unfortunate sufferers from similar injuries, during all our foreign and Indian wars since, and even before the Revolution? Before we grant the relief prayed for here, let us count the cost, and see whether the Treasury can bear it. No Government will be justified in granting relief to individuals, in cases where the law does not require it, beyond the means of the public Treasury.

It is not perceived that there is any thing in the cases of Indian depredations in Florida generally, or in this case in particular, entitling it to more favorable regard than the many thousand cases that have occurred in other Indian wars. How many thousands of the adventurous pioneers, who have led the way as civilization has advanced westward, have been reduced from plenty to destitution, and from affluence to poverty, to say nothing of the cruel massacres of the unarmed and the defenceless? Upon what argument can this Government stand justified in withholding compensation to those sufferers, if it be granted here? Why should those who were driven out into the wilderness, houseless and homeless, in the back settlements, during the revolutionary war, and in the Northwest during the Indian wars, be denied relief, if the principle upon which this claim rests be sanctioned as of binding force? Shall we now undertake to make compensation for all the property destroyed by the Indians since the Revolution?

No one can contemplate these cases without feeling deep and strong sympathy for the sufferers. Looking at single and isolated cases, we are prompted by the best feelings of our nature to relieve. But when we consider that we are required to administer justice impartially, and upon fixed and general principles, considerations of paramount importance compel us to deny ourselves the pleasure of relieving one sufferer when we cannot relieve all. An application for relief for losses by Indian depredations came before the Senate as early as 1800. The committee to which that case was referred, in their report, say:

"Knowing that an immense number of citizens of the United States have been plundered of property to a very great amount, both by land and sea, in the same unwarrantable manner, and believing that the whole revenue of the United States would scarcely be commensurate to meet the demands of applicants in similar cases, should compensation be made in this, the committee are of opinion it would be inexpedient to open so extensive a field, and, therefore, that the prayer of the memorialist cannot be granted." (See American State Papers, volume Claims, page 222.)

At that early day it was thought that, if the principle (then and now contended for) were admitted, it would open a door for claims upon the Treasury, which would very nearly absorb the entire revenues of the Government. Since that day, they have accumulated to an extent far beyond the incoming revenue; and though many of the claims, on account of the death and dispersion of claimants and their witnesses, would not be established, yet enough would be found to create an immense debt.

It is attempted to distinguish this from ordinary cases of Indian depredations. Aware of the impolicy of sanctioning a principle that would let in all the cases of damages from the destruction of property by hostile Indians,



the petitioner contends that his case is unlike theirs in some essential particulars, and may be allowed without becoming a precedent for other claims to any great extent. The majority of the committee have not been able to perceive wherein the distinction consists. It has been said that it falls within the principle of the ninth section of the act of 9th April, 1816. This act has been referred to. The committee have no desire to exclude claims which fall within the provisions of the ninth section of that act. A bill is now before the House, which was reported by this committee, which proposes to make the rule contained in that section the permanent law of the land, to operate both prospectively and retrospectively.

That section provides, "That any person who, in the time aforesaid," (meaning the last war with Great Britain,) "has sustained damage by the destruction of his or her house or building by the enemy, while the same was occupied as a military deposite, under the authority of an officer or agent of the United States, shall be allowed and paid the amount of such damages, provided it shall appear that such occupation was the cause of its destruction." (See 9 Laws United States, 30, sec. 9.) Does the claim of the petitioner fall within the provisions of this section? To bring it within this section, the property must be a *house or building*. It must have been destroyed *by an enemy*, and *while it was occupied as a military deposite*. Not only must the property be a house or building, and destroyed while it is occupied as a military deposite, but it must *appear that such occupation was the cause of its destruction*.

The principle sanctioned by this section of the law of 1816 is, that the United States are liable to pay for such property as, by the act of the United States, becomes the legitimate object of destruction by a public enemy, according to the usages of warfare, as established amongst civilized nations, provided that such act of the Government appears to have caused the destruction. The laws of war, among civilized nations, allow of the destruction of buildings containing military stores. By converting the house of a private citizen into a military deposite, the enemy may lawfully destroy it. If such occupation be the cause of its destruction, the Government will pay; not otherwise.

In the first place, it is perfectly clear that this section makes no provision for the destruction of personal property; that its provisions only extend to claims for the destruction of buildings. Much the largest portion of the claim of the petitioner is for damages arising from the destruction of personal property. This is excluded by the terms of the section under consideration, however it might have been occupied when destroyed, and from whatever cause the destruction arose.

But the buildings of the petitioner were not destroyed while occupied as military deposites. The petitioner represents, and the evidence supports the allegations of the petitioner, that his buildings which were destroyed were occupied by the troops of the United States but a few days before their destruction. He states, however, and such is the fact, as shown by the testimony, that, in every instance, the buildings were evacuated by the troops before they were destroyed; and it appears that they were not occupied by the troops, or as military deposites, when they were destroyed by the Indians. The case is then clearly not within the letter or spirit of the law. These buildings were not, when destroyed, the legitimate objects of destruction, according to the laws of nations. The troops had left them, and the public property was removed. The possession was



abandoned by the officers and troops of the army, and the petitioner had either the actual or constructive possession. It will be contended that the previous occupation of these buildings, by the troops, caused their destruction. Without stopping here to inquire whether this is correct or not, if true, it does not bring the case within the rule under consideration. The buildings must have been destroyed while occupied as a military deposite, to make the Government liable; and if destroyed when not so occupied, no matter from what cause, there is no such liability.

But, even admitting, for the sake of the argument against both the allegations and proofs, that the buildings were destroyed while in military occupancy, yet it is not shown, or, in the language of the act under consideration, it does not appear "that such occupation was the cause of their destruction." The history of the Florida war shows that the Seminoles destroyed private property, and massacred the inhabitants indiscriminately. They did not confine their destruction of buildings to such as were, or such as had been, or such as were likely to be, occupied by the troops, or for other military purposes. Such had been the destruction of property and of life on the frontier, before the troops took possession of the plantations of Gen. Hernandez, that it was unsafe to remain on those plantations. The troops were required, and went, to preserve the property and lives of the inhabitants. They did preserve them whilst they staid; and it is quite as reasonable to infer, from all that is known of the facts relative to the movements and operations of the enemy, that the buildings and other property of Gen. Hernandez would have been destroyed before they were destroyed, had the troops not have gone there. The troops were sent to Florida, and stationed upon the plantations of Gen. Hernandez, to protect the inhabitants from violence and massacre, and their property from destruction. Is it to be now determined that well-considered and wisely-directed efforts of the Government to protect property is to furnish ground of claim for remuneration, if those efforts prove unsuccessful? The petitioner says "that the burnings and other violence done at Mala Compra, and the utter destruction of St. Joseph's, by the hands of the enemy, into whose possession they fell, is imputable to their *having been*" (not being) "occupied as military posts. That his property, in thus contributing to the public service, was rendered particularly obnoxious to the enemy, and a special object of Indian retaliation." It will be observed that the petitioner here speaks of an occupancy prior to, and not at the time of, the destruction, which shows that he did not consider the facts to be such as to bring the case within the rule of the law of 1816.

But shall this, when verified beyond all doubt, be considered substantive ground for relief? So far as the committee are informed, it has not been so considered in any case heretofore. What would be the consequence of the recognition of such a principle? The movements of an enemy, its advances and retreats, are generally influenced by the position or action of our troops. The property destroyed in particular places may thus be traced to the movements of our own forces; and if the principle here contended for be admitted, the Government would be liable in all such cases. It is not supposed that any one would be willing to sanction such a rule, with all its consequences. It has been remarked, that the reason for the law of 1816 was, that military occupation rendered property the lawful object of destruction of an enemy; and therefore, when the destruction was caused by and during such occupation, the Government would pay. This property



was not liable to be destroyed, according to the laws of war, as acknowledged among civilized nations, for *having been* occupied by our troops, though it was so liable while in military occupancy. The destruction, to make the United States liable, must be while occupied by the United States, and procured by such occupancy.

It is again remarked, that this is a grave and important question. The petitioner has, like thousands of his fellow-citizens, been greatly damaged by the wanton aggressions of a savage enemy. The early history of our country abounds with such events. No one can contemplate such sufferings with indifference; and all would, if in justice they could, grant relief; but no principle of public law requires it. The principles upon which this claim rests have never been sanctioned in this country, by act of Congress or of any colonial or State Legislature, in any part of this country. The extent of the recent losses in Florida, and the incalculable amount of claims resting upon similar principles with this, which have arisen during our many Indian wars, forbid the adoption of any such principle. The majority of the committee report the following resolution:

*Resolved*, That the petitioner is not entitled to relief.

---

*To the honorable the Senate and House of Representatives of the United States of America, in Congress assembled:*

The petition of Joseph M. Hernandez

RESPECTFULLY SHOWETH:

That your petitioner is at this time, and has been for many years past, an inhabitant of the Territory of Florida, residing in the eastern district thereof, and until the Seminole Indian war which was commenced in said Territory in the latter part of the year 1835, pursued the occupation of a planter. That he is the owner of two extensive plantations—the one a sugar plantation called St. Joseph's, and the other a cotton plantation, called Mala Compra, both situated in the eastern district of said Territory, within about thirty-three miles of each other, and about miles south of St. Augustine. That, at the time of the commencement of the said war, both these plantations were in a high and prosperous state of cultivation and improvement. That the improvements upon his sugar plantation consisted, principally of sugar-houses, mill machinery, and appurtenances, corn-houses, negro-houses, and numerous other out-houses and buildings, with fixtures, implements, horses, cattle, and other means usual upon an extensive sugar plantation, and necessary to the successful prosecution of that business. That this plantation was situated upon the headwaters of the southwest branch of the river Matanzas, and upon the east side of the public road leading south from the city of St. Augustine to Tomoka. That his cotton plantation was in a like condition of improvement, with a dwelling-house, (the residence at that time of your petitioner and family,) kitchen, cotton-house, corn-house, house for driver, negro-houses, and various other buildings, with horses, cattle, cotton gins, implements, materials, &c., usual and necessary upon an extensive cotton plantation, and upon which said plantation was also an extensive sweet orange grove, and many other trees. That this last-named plantation was



situate upon the headwaters of the southeast branch of the said river Matarzas.

Your petitioner further shows, that he continued to occupy and cultivate these plantations until nearly the close of the year, when the destruction of property, and the murders committed by the Seminoles upon the frontier and the adjacent country, rendered it no longer safe to remain; that about this time (viz: in the months of December, 1835, and January, 1836) detachments of troops, under the command, respectively, of Major Benjamin A. Putnam and Colonel Joseph S. Sanchez, were sent into this part of the country, and took possession of and established military depots at both these plantations, and occupied them as military posts, in repelling the incursions of the enemy and protecting the lives and property of the inhabitants in that vicinity, who were removing to St. Augustine for safety. That these situations being deemed by the officers in command of these several detachments highly eligible for these purposes, the buildings were converted into fortifications, and many changes and alterations made, by which both plantations sustained material damage. That the St. Joseph's plantation was taken possession of on or about the 18th day of December, 1835, by a detachment of troops under the command of Major Benjamin A. Putnam, and occupied until the 25th day of January, 1836, when the troops were withdrawn to St. Augustine.

Soon after the evacuation of this post, the sugar works, consisting of a curing-house, boiling-house, engine-house, machinery, and apparatus, upon this plan, which said houses had been fortified by the troops, were set on fire by the Indians, and reduced to ashes. That a building situated very near to these sugar works, containing about 3,000 pumpkins, was at the same time destroyed by taking fire. This event took place about the 10th day of February, 1836. Subsequently, on or about the 20th day of the same month, this plantation was again taken possession of and reoccupied by a detachment of troops under the command of Major Walker, of Colonel Brisbane's 1st regiment of South Carolina infantry, then in the service of the United States, and kept possession of until the 19th day of March following. The sugar works, which had been fortified, being destroyed, they fortified the corn-house, which remained, and which they now used as a place of defence, store-house, and hospital. That, for this purpose, a blacksmith shop and other buildings were torn down, and furnished materials for erecting bastions to the corn-house. That these troops being ordered to proceed south in pursuit of the enemy, and it being generally believed that the troops would not quit the field, but afford protection in this quarter until the close of the war, your petitioner, about the 15th day of April, sent his hands to the St. Joseph's and resumed his planting; but the army being soon after ordered to withdraw from the interior, about the last of April this plantation was again abandoned, and his slaves again removed to St. Augustine, with the exception of twelve, which were captured and made prisoners by the Indians, nine of which succeeded in making their escape.

About this period, a detachment under the command of Captain Dimmick, of the regular army, took possession of St. Joseph's plantation, and, after proceeding thence in pursuit of and engaging a party of Indians, returned to this place; and soon thereafter Captain Erving, with a company of mounted men, took possession of this plantation and occupied it until the 14th of May following, when he withdrew, and the corn-house, then forti-



fied, and every other building upon the plantation which could afford any shelter to the troops moving in that direction, were set fire to by the Indian enemy, and totally destroyed.

Your petitioner further shows, that about the same time the cotton-house at the Mala Compra plantation, which had been made a place of defence, and occupied some time previously by the troops under the command of Colonel Joseph S. Sanchez, and which had afterwards occasionally been resorted to by the troops in this quarter, together with a kitchen contiguous to it, and several other out-houses, were also set fire to by the Indians, and entirely consumed.

Your petitioner shows unto your honorable body, that not only has he sustained heavy losses by the injuries which necessarily attended the occupancy of these plantations as military posts, but that the burnings and other violence done at Mala Compra, and the utter destruction of St. Joseph's by the hands of the enemy, into whose possession they fell, is imputable to their having been occupied as military posts. That his property, in thus contributing to the public service, was rendered particularly obnoxious to the enemy, and a special object of Indian retaliation.

That it was the custom of the Seminole Indians to destroy, without exception, every place which had been fortified or used as a post of safety or defence, to prevent such places from being thereafter resorted to for similar purposes.

Your petitioner shows by the accompanying documents, which he also respectfully submits to your honorable body, that his losses for the causes set forth in this memorial have been heavy, disastrous, and irreparable, unless indemnity shall be afforded him by the Government. Your petitioner therefore prays your honorable body that he may be reimbursed for his said losses, and that such relief may be afforded him in this behalf as to your honorable body may seem meet and proper. And your petitioner, as in duty bound, will ever pray, &c.

JOSEPH M. HERNANDEZ.

A.

*Schedule and appraisement of property belonging to General Joseph M. Hernandez, and damages sustained by him at his sugar plantation called St. Joseph's, situated in Graham swamp, near the head of the river Matanzas, including the loss of the stock, plantation utensils, produce, and crops, destroyed by the Seminole Indians, or as consequent upon the war with them; which said plantation has been occupied as a military post and depot, by the troops in the service of the United States, at and since the commencement of the hostilities above alluded to.*

To property burnt and otherwise destroyed, as per estimate

B, and depositions 1 to 10	-	-	-	\$35,543 40½
50 sugar hhds. left in sugar house, at \$2 50, estimate F,	-	-	-	
depositions 3, 4, and 5	-	-	-	125 00
50 bushels peas burnt in curing-house, at \$1 50, estimate E,	-	-	-	
depositions 3, 4, and 5	-	-	-	75 00



75 empty sugar hhds. in boiling-house, at \$2 50, estimate E, and depositions 3, 4, and 5	\$187 50
Property taken and destroyed from negro-houses, estimate and deposition G	343 00
Damages done to the actual value of land previous to de- struction of its sugar works, estimate E	12,060 00
200 acres of ratoon and planted cane, equal to 150 hhds. sugar, of 1,000 lbs., 150,000 lbs. at 10 cents, estimates C and F	15,000 00
75 hhds. molasses, 120 gallons each, and 8,250 gallons, at 40 cents, estimate C	3,300 00
Corn intermixed with cane, 200 acres = 2,000 bushels, at \$1 50, estimate C	2,500 00
80 acres hammock land, 1,000 bushels corn, at \$1 50, esti- mate C	1,500 00
80 acres of peas = 800 bushels, at \$1 50, estimate C	1,200 00
20 acres potatoes = 2,000 bushels, at 75 cents, estimate C	1,500 00
Fodder, 80,000 lbs., at \$2 per 160 lbs., estimate C	1,600 00
12 oxen, at \$25, estimate F, deposition 6	300 00
30 head cattle, at \$10, estimate F, deposition 6	300 00
Plantation utensils and implements	\$390 00
Brought away by Broadnax	99 00
	<hr/> 291 00
250 dry pumpkins, at 50 cents per dozen, burnt with sugar works, depositions 3 and 4	125 00
Crop of 1837, 200 hhds. sugar, of 1,000 lbs., at 10 cents, esti- mate D, deposition 11 and 12	20,000 00
66 hhds. molasses, 120 gallons each, at 40 cents, estimate D, depositions 11 and 12	3,168 00
E. E.	<hr/> 99,017 90

JOSEPH M. HERNANDEZ.

Personally appeared Joseph M. Hernandez, and, being duly sworn, says that the above account and the facts stated therein are true, to the best of his knowledge and belief.

Given at St. Augustine, the 26th February, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*

---

B.

We, the undersigned, Thomas Hall, Michael Milligan, Philip Gomez, master masons, and John Hewlett, master carpenter and millwright, Elisha Sprague, Reuben H. Pinkham, John L. Williams, master carpenters, and George Coolee, plumber, painter, and glazier, having been called upon to estimate the value of the buildings, machinery, and their appurtenances, for sugar works, negro-houses, and other improvements, burnt and destroyed upon the plantation called St. Joseph's, belonging to General Joseph M. Her-



andez, situated in Graham swamp, at the head of the river Matanzas, and having frequently been upon that place, and employed (with the exception of J. L. Williams) in the construction and erection of those works, do, on our oaths, estimate the value of them and of the other improvements to be as follows, to wit:

One stone curing-house, connected with the boiling-house, 67 feet long by 31 feet wide, with division walls for four molasses cisterns, stone and masons' labor for the foundation of same, valued at - - - - -	\$2,062 50
Broadsides and ends of building, valued at - - - - -	1,322 50
Lime for same, valued at - - - - -	468 75
Excavating foundation for walls and cisterns, valued at - - - - -	81 75
Plastering and cementing walls and cisterns, for holding upwards of 100 hhds. molasses, including masons' labor and materials, valued at - - - - -	252 50
Plastering the out and inside of curing-house, including mason's labor and materials, valued at - - - - -	298 12½
Roof and beams of upper floor of the building, intended for a fermenting loft, distilling liquor, valued at - - - - -	970 96
Laths for shingle roof, valued at - - - - -	71 00
Shingles and nails for same, valued at - - - - -	174 68½
Lumber for beams to support sugar hhds. on lower floor and over cisterns, valued at - - - - -	366 56½
Lumber for floor for range of coolers, &c., and nails for same, valued at - - - - -	53 18½
Plank which rest sugar hogsheds beams, supported by the walls, valued at - - - - -	13 72½
Gutter round the building, including boiling-house, dug out of solid wood, and iron straps to support them, valued at - - - - -	287 00
Four double coolers, made of best white pine, valued at - - - - -	260 00
Two single coolers of same materials, valued at - - - - -	75 00
Cambric and white lead for joints of coolers, valued at - - - - -	18 75
Lumber for leading troughs for sugar, valued at - - - - -	37 50
14 windows in curing-house, frames of live oak and shutters hard pine, with hinges and fastenings, valued at - - - - -	122 50
Lumber for four folding doors, the frame of live oak, with hinges, fastenings, and glass lights on top, valued at - - - - -	75 00
Painting four double doors and frames, 7½ by nine feet, with three coats of paint on both sides, valued at - - - - -	20 00
Painting 14 shutters, 5 by 3½, on both sides, valued at - - - - -	26 00
Painting 4 double coolers, 2 feet deep, 10 by 8, valued at - - - - -	18 00
Painting 2 single coolers, valued at - - - - -	9 00
Painting one gutter, 14 inches deep, 289 feet in length, passing round the boiling-house, valued at - - - - -	16 00
One stone boiling-house, 41 feet long by 32 feet breadth, arranged for two sets of kettles:	
Stone for foundation, upright walls, terrace floor, labor of masons, plastering inside and out, valued at - - - - -	1,890 00
Labor on battery or furnace for kettles, two ash pits, one stone gutter passing under curing-house, to keep ash pit dry, one chimney, one small cistern for skimmings, and setting four kettles, valued at - - - - -	2,875 00



3 iron kettles, 1 copper leach, furnace mouth and grating bars, skimmers, and ladles, valued at	\$700 00
Lime, valued at	421 87½
Stone bridge, fire-proof bricks to line the furnace and chimney, valued at	229 37½
1 wooden gutter, dug 14 inches wide, and placed on outer edge of furnace, to receive skimmings, valued at	18 75
Sheet lead for covering the battery gutter rallies of the roof, and other purposes, valued at	320 00
Plumbers' nails and solder, valued at	60 00
Plumbers and assistant laborers, valued at	120 00
1 circular stone well, valued at	162 00
1 pump for do, valued at	37 50
Lumber for covering same, valued at	12 50
12 windows and fastenings, valued at	105 00
Lumber for one folding-door frame, made of live oak, hinges, and fastenings, valued at	18 75
2 double receivers, containing 750 gallons raw juice, secured with iron clamps, valued at	375 00
Gutters for conveying juice from mill to receivers, valued at	4 50
Lumber for roof and beams for upper floor, valued at	735 62½
Painting 12 shutters and frames, 5 by 3½, 3 coats on both sides, valued at	22 50
Painting 1 pair folding doors and frame, 7½ by 9, valued at	5 00
Painting 2 double receivers, 2½ feet deep, 8 by 10, valued at	12 00
1 bbl. linseed oil, for making fire-proof cement for gutter round the building and roof, valued at	50 00
1 lightning conductor, valued at	75 00
1 engine house, 30 feet long by 20 feet wide, and 25 feet high, connected with the mill-house, underpinned with stone:	
Lumber for engine-house, frame, weather-boards, nails for same, lathing, and nails, valued at	523 66
Shingles and nails for engine-house, valued at	61 88
Lumber for 14 window shutters and fastenings, valued at	28 25
Lumber for 2 doors and fastenings, valued at	23 75
Lumber for partitions, nails and locks for engineer's room, valued at	10 00
Lumber for steps for engineer's room, valued at	8 75
Lumber for sills, cylinder, post and clamps, for furnace, valued at	79 61
1 stone circular well to supply the engine boiler, valued at	235 00
Lumber for do., valued at	12 00
Stone for underpinning the house, setting the foundation for engine and sugar mill, including masons' work, valued at	343 75
Bricks for building furnace and chimney for sugar boiler, masons' work included, valued at	2,550 00
Stonebridge fire-proof bricks to line the furnace, valued at	164 06
Lime for engine furnace and chimney, valued at	432 50
1 10-horse power rotary valve engine and boiler, furnace mouth and grating bars, cost at foundry \$2,668 43, with extra valves, cogs, and attaching machinery to work the sugar mill, insurance, freight, and incidental expenses, in transportation to St. Joseph's by land and water, valued at	3,300 00



Painting 2 doors, 9 by 5 each, valued at	\$9 00
Painting 14 window shutters and frames, valued at	26 00
Painting engine lever beam, valued at	3 00
1 lightning conductor, valued at	75 00
1 mill-house, 30 feet long by 15 feet wide, connected with engine house :	
Lumber for frame and weather boards for mill-house, valued at	135 87
Shingles and nails, valued at	34 00
2 double doors, with hinges and fastenings, valued at	27 50
2 windows, with hinges and fastenings, valued at	12 50
Lumber for foundation of mill and engine, principally live oak, valued at	154 82
1 horizontal roller mill, for grinding cane, cost at the West Point foundry \$3,068 83, with a feeding apparatus framed for same, attaching machinery, insurance, freight, transportation to St. Joseph's by land and water, valued at	3,500 00
Painting 2 double doors, 10 by 10, valued at	10 00
Painting 2 windows, valued at	3 00
1 framed store or corn house, 40 by 20 feet wide, 2 stories high.	
Lumber for frame of corn-house, valued at	309 09 1
Shingles and nails for corn-house, valued at	54 37 1
Lathing and nails for corn-house, valued at	8 50
Hinges and fastenings for windows for upper story, valued at	20 31 1
Upper floor nails, valued at	48 72
Lower floor nails, valued at	48 72
2 large double folding doors, valued at	25 00
Siding and nails for corn-house, valued at	129 62 1
4 partitions, 2 doors, hooks and hinges, fastenings for stair doors, and doors, valued at	41 45
Stairs, doors, and fastenings, for corn-house, valued at	7 98 1
Foundation for corn-house, valued at	18 00
Inclined planes for carts to pass through the house, valued at	32 81 1
Painting 10 windows, shutters, and frames, valued at	20 00
Painting 2 pairs folding doors and frames, valued at	12 00
Painting 3 single doors and frames valued at	6 00
Valuation of out-houses :	
Lime-house and carpenters' shop, valued at	125 00
Carpenters' shop, valued at	78 75
Log house for kitchen, valued at	50 00
Negro William's (the carpenter's) house framed and enclosed with boards, valued at	187 50
19 other negro houses, logged and thatched, at \$50 each	950 00
Mechanics and other laborers, employed in the construction of the above buildings, not included in their valuation :	
John Hewlett and Francis Maine, including board on plantation, each 5 months, valued at	741 25
Elisha Sprague, 11 1/2 months' labor, including board on plantation, valued at	825 00
Reuben H. Pinkham, 5 months' labor and board on plantation, valued at	351 00



Joseph Mattair, 1 month's labor and board on plantation, valued at - - - - -	\$70 00
John Hewlett, millwright and carpenter, 169 days' labor and board on plantation, valued at - - - - -	542 00
Engineer Patrick, for superintending the making of engine at the foundry, and the construction of the works for propelling the mill by it, including 6½ months' board on the plantation, valued at - - - - -	1,320 00
Raphael Marquis, carpenter, work done 3 months, including board, valued at - - - - -	135 00
Negro carpenters employed on the same works, and their labor, not included in the above estimate :	
Abraham and William, 11½ months' work done, valued at -	700 00
Brutus, William, Cromwell, Simon, and William, each 6 months, valued at - - - - -	750 00
Ben and Atlas, 3 months each, valued at - - - - -	150 00
Simon, a blacksmith, 4 months, valued at - - - - -	260 00
Negro labor done by field hands, to assist in putting up the engine and mill, all other labor of this kind included in this valuation of the other works, valued at - - - - -	375 00
	<hr/>
	35,503 40½

THOMAS H. HALL.  
MICHAEL NELIGAN.  
FELIPE GOMEZ.  
JOHN HEWLETT.  
ELISHA SPRAGUE.  
REUBEN H. PINKHAM.  
JOHN LEWIS WILLIAMS.  
GEORGE COLEE.

CITY OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S, } *Territory of Florida:*

Before me came the before-named Thomas H. Hall, Michael Neligan, Felipe Gomez, John Hewlett, Elisha Sprague, Reuben H. Pinkham, John Lewis Williams, and George Colee, known to me personally to be of good standing, respectability, and credibility, and made oath on the Holy Evangelists of Almighty God that the appraisement made by them, as contained in the annexed and foregoing schedule, and to which their signatures are affixed, is correct and just, and made to the best of their knowledge and belief.

Given under my hand, at the city of St. Augustine, this 16th day of February, A. D. 1838.

GEO. L. PHILLIPS,  
*Justice of the Peace, St. John's County.*

ST. JOHN'S COUNTY, ss :

I hereby certify that I am personally acquainted with and know Thomas Hall, Michael Neligan, Felipe Gomez, John Hewlett, Elisha Sprague, Reuben H. Pinkham, John L. Williams, and George Colee, whose names are affixed to the above and annexed certificate of appraisement ; that



their characters, occupations, and pursuits, are truly represented therein ; that the signatures are genuine ; and that they are persons of respectable standing and of unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*

C.

ST. JOSEPH'S PLANTATION, MATANZAS,  
*St. John's County, Florida, January 27, 1836.*

The undersigned, at the request of General Joseph M. Hernandez to appraise the value of the plantation articles, the crop of last year, and to estimate the probable amount of the year's crop and produce, have carefully examined the plantation of St. Joseph's, and do value and estimate the property and its probable yield and produce, this year, as follows :

The cane of last crop, as banked up and ready for grinding, we think fully equal to 50 hogsheads of sugar and 25 hogsheads of molasses. The corn and peas of last crop, and secured in the corn and store-houses, at 3,500 bushels. The corn fodder, at 3,500 pounds. The carts, plantation utensils, tools, &c., are worth \$1,200. The horses, oxen, cattle, and hogs, are worth \$1,000. The 200 acres of ratoon and planted cane will produce, on our estimation, this year 150 hogsheads of sugar of 1,000 pounds each, and 75 hogsheads of molasses. The corn intermixed in the foregoing 200 acres will produce 2,000 bushels. The 80 acres of hammock land will produce 1,000 bushels of corn, and the same 80 acres of land, planted with peas after the crop of corn is taken off, will produce 800 bushels ; 20 acres, planted in potatoes, will produce 2,000 bushels ; and 80,000 pounds of fodder can be made with ease.

DAVID R. DUNHAM.  
JOHN J. BULOW, JR.  
WILLIAM McKAY.

Appeared before me, on this 23d day of February, 1838, William McKay, and, being duly sworn, made oath that the facts stated in the above certificate and appraisement are true, to the best of his judgment and belief.

E. B. GOULD,  
*Judge County Court, St. John's County.*

ST. JOHN'S COUNTY, ss :

I hereby certify that I know, personally, David R. Dunham and William McKay, and, in his lifetime, knew John J. Bulow, jr., planter ; that they are and were persons of respectable standing and of unimpeached integrity and veracity ; and that the signatures above subscribed are genuine.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*

D.

CITY OF ST. AUGUSTINE, }  
 COUNTY OF ST. JOHN'S, } *Territory of Florida:*

Personally came before me, George L. Phillips, a justice of the peace in and for said county, duly authorized, commissioned, and sworn, John C. Cleland, Esquire, and Mr. John Rose, who, being sworn upon the Holy Evangelists of Almighty God, do depose and say: That, prior to the war with the Seminole Indians, they were planters and manufacturers of sugar, and are well acquainted with the culture of the cane; that, having been called upon by General Joseph M. Hernandez to express their opinion of the estimate made on the 27th of January, 1836, by David R. Dunham, John J. Bulow, and William McKay, Esquires, of the produce of sugar and molasses on 200 acres of ratoon and seed cane, on the plantation called St. Joseph's, and being well acquainted with the capabilities, and knowing the high state of cultivation it was in and the superior adaptation of those lands for the production of the sugar cane, and having themselves manufactured sugar at that place, do, upon their oaths, give it as their opinion that the said estimate is an exceedingly low one, of what they believe those lands ought to have yielded that year, if properly cultivated; and they further state, that the crop of sugar and molasses for the subsequent year, (1837,) upon the same land, would have been fully 200 hogsheads of sugar and 66 hogsheads of molasses, under the same cultivation, independent of all the provision necessary for the use of the plantation.

JOHN C. CLELAND.

JOHN ROSE.

Subscribed and sworn to before me, this 20th day of February, A. D. 1838.

GEO. L. PHILLIPS,

*Justice of the Peace.*

ST. JOHN'S COUNTY, ss:

I hereby certify, that I personally know John C. Cleland and John Rose, above named; that they are sugar manufacturers; that the signatures, as above affixed, are genuine; and that they are persons of respectable standing and unimpeached integrity and veracity, and their statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

E.

We, the undersigned, being called upon to estimate what damages have been sustained by General Joseph M. Hernandez on the value of his sugar plantation called St. Joseph's, situated in Graham swamp, at the head of the river Matauzas, in consequence of the destruction of its sugar work, do,



upon our oaths, estimate, from our knowledge of the plantation and its high state of cultivation and improvement, where no labor or expense was spared, the damages sustained thereon at twelve thousand and sixty dollars.

And we do firmly believe that the value of the lands of that plantation have been depreciated by the loss of those works fully that amount, being a loss of fifty per cent., on a low estimate, made by us, of their value the year previous, as appraisers for the Union Bank of Florida.

The immense extent of ditching on that place, to wit: several large canals, of from four, five, and seven feet wide, of the same depth, and from a half to one and a half mile in length; two hundred acres of which were cross-ditched, two feet wide and two feet deep, at a distance of thirty-five feet from each other, for purposes of draining, and consisting of about two millions cubic feet of ditching, is now nearly refilled; the labor of removing all the logs on this land, for the close planting of cane lost, as well as the expensive causeways, roads, and bridges, made throughout that plantation, dilapidated and nearly destroyed—all of which are heavy works, and of a description not necessary on any other plantation than one, as was the case with this, intended for the cultivation of the sugar cane.

And, further, for the reason that had protection been afforded the proprietor of the plantation of St. Joseph's, so as to have enabled him to continue the cultivation of the cane there, the plantation would have been very much increased in value, more in the belief of the undersigned than they have awarded him in this estimate for damages actually done to that place.

JOSEPH S. SANCHEZ.

P. B. DUMAS.

ELIAS WALLEN.

#### ST. JOHN'S COUNTY, ss:

Before me came the above-named Joseph S. Sanchez, Peter B. Dumas, and Elias Wallen, Esquires, known to me personally to be gentlemen of good standing and credibility, and made oath, in due form of law, that the facts contained in the certificate to which the signatures are affixed above are true, to the best of their knowledge and belief.

Given under my hand, at the city of St. Augustine, the 13th day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

#### F.

CITY OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S, } *Territory of Florida:*

We, the undersigned, having been called upon by General J. M. Hernandez to set a value upon the several articles, as hereafter enumerated, and as merchants being well acquainted with the actual value of them, do, upon our oaths, value each item at the sums set opposite to the article, as follows:

Molasses, per gallon	-	-	-	-	-	-	\$0 40
Sugar, per pound	-	-	-	-	-	-	10



Corn, per bushel	-	-	-	-	-	\$1 50
Pease, per bushel	-	-	-	-	-	1 50
Fodder, per 100 pounds	-	-	-	-	-	2 00
Petit gulf cotton seed, per bushel, at Mala Compra	-	-	-	-	-	1 50
Empty sugar hogsheads, ready for use upon the plantation of St. Joseph's, each	-	-	-	-	-	2 50
Draught oxen, per pair	-	-	-	-	-	50 00
Stock cattle, each	-	-	-	-	-	10 00

Average contents of a hogshead of molasses, one hundred and twenty gallons.

Average contents of a hogshead of sugar, one thousand pounds.

We further state that this valuation has a reference to the items charged in his account of losses sustained by the destruction of his property by Indian hostilities.

THEODORE FLOTARD.

B. E. CARR.

VENANCIO SANCHEZ.

Subscribed and sworn to before me, this 19th day of February, A. D. 1838.

GEORGE L. PHILLIPS.

*Justice of the Peace.*

ST. JOHN'S COUNTY, ss:

I hereby certify that I personally know Theodore Flotard, B. E. Carr, and Venancio Sanchez, whose names are affixed to the above affidavit; that the signatures are genuine; and that they are persons of respectable standing and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 23d day of February, 1838.

E. B. GOULD.

*Judge County Court, St. John's County.*

G.

*Valuation of property belonging to negroes on the plantation of St. Joseph's at the time of their capture by Indians and abandonment of same.*

Dorsey, (driver)	-	-	-	-	-	\$20 00
Sam	-	-	-	-	-	5 50
Pompey	-	-	-	-	-	8 00
Tobey	-	-	-	-	-	40 00
Jupiter	-	-	-	-	-	20 00
George	-	-	-	-	-	40 00
Frank	-	-	-	-	-	4 00
Jack	-	-	-	-	-	25 00
Stephen	-	-	-	-	-	20 00
Boatswain	-	-	-	-	-	15 00



Alexander	-	-	-	-	-	-	\$60 00
Cromwell	-	-	-	-	-	-	30 00
Phoebe	-	-	-	-	-	-	15 00
Monday	-	-	-	-	-	-	18 00
Bob	-	-	-	-	-	-	3 00
Charlotte	-	-	-	-	-	-	5 00
Eve	-	-	-	-	-	-	6 00
William (blacksmith)	-	-	-	-	-	-	5 00
William (carpenter)	-	-	-	-	-	-	4 00
							<hr/>
							343 50
							<hr/>

CITY OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S, } *Territory of Florida:*

Personally came before me, George L. Phillips, a justice of the peace in and for said county, duly authorized, commissioned, and sworn, Matthew Long and James Pellicer, who, being sworn, depose and say: That they lived in the neighborhood of General Hernandez's plantations of St. Joseph and Mala Compra; that they were in the habit of frequently being there, and the latter gentleman himself lived on the plantation for nearly two years; that they are well acquainted with the negroes upon the plantations; that they were industrious, and, generally, had collected little comforts around them, which they had earned from cultivating and improving a small portion of ground, which they were allowed to have for their own individual benefit; that they appeared to be as well off, if not better, than negroes generally are; that, on the commencement of the war, the negroes, as enumerated on the other side of this sheet of paper, were compelled to leave all they had collected to the mercy of the Indians, and, with their owner's family, proceeded to St. Augustine as a place of safety; that we consider the sum set opposite the name of each individual to be a just and fair calculation of the property they might have had in their possession, and which they had to abandon.

JAMES PELLICER.  
MATTHEW LONG.

Subscribed and sworn to before me, this 19th day of February, A. D. 1838.

GEO. L. PHILLIPS,  
*Justice of the Peace.*

ST. JOHN'S COUNTY, ss:

I hereby certify that I personally know James Pellicer and Matthew Long, whose names are signed above; that the signatures are genuine; and that the said individuals are of respectable standing and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*



H.

I hereby certify that the plantation of General Hernandez, called St. Joseph's, situated at the head of the River Matanzas, was held possession of, and was occupied as a military post, by Major N. G. Walker, with four companies of my regiment, for five days, to wit: from the 20th to the 25th of February, 1836, and by Captain Parker, with one company, from the 25th February until the 15th March, 1836; during which the troops were furnished with corn, beef, fuel, &c., for the quantity of which I refer to the officers commanding.

Given at the request of General Hernandez, at St. Augustine, this 11th day of May, 1836.

A. H. BRISBANE,

Col. 1st Regiment S. Carolina Infantry.

I.

ST. AUGUSTINE, E. F., May 5, 1836.

I hereby certify, that when Colonel Brisbane, in February last, marched from St. Joseph's, then called Camp Brisbane, with the troops there stationed, he left me with my company, nearly the half of whom were sick with measles, &c., and the sick of the other companies, to occupy that post, where I remained for some weeks. A large wooden house was occupied—the upper part as a hospital, and the lower floor as a store-house for provisions. In order to be able to defend that house, containing the sick and provisions, with my small command, I caused to be pulled down a log house used as a blacksmith's shop, on account of its dangerous proximity, and ordered two log houses, used as negro houses, and covered with the palmetto leaf, to be also pulled down, and the bodies of them removed and put up at the northeast and southwest corners of the above-mentioned wooden building, strengthening and preparing them to be used as block-houses or bastions, in case of an attack being made on that building by the Indians, whose presence, in a considerable body, in that immediate neighborhood, I had sufficient proof of to render it, in my opinion, prudent to take precautionary measures for our defence. The size of these three log houses were about eighteen by twenty feet.

THOMAS PARKER,

Capt. Comp. F., Col. Brisbane's Reg't S. C. Volunteers.

No. 1.

HEADQUARTERS,

St. Augustine, February 16, 1838.

I John Drysdale, assistant adjutant general of the second brigade of Florida militia, and now in the service of the United States as brigade major, do hereby certify, that, at the commencement of Indian hostilities, General Hernandez caused all the effective force of his brigade to be called



into service for the protection of the lives and property of the inhabitants within the scope of his brigade; that, on the 14th December, 1835, he directed Colonel Sanchez, in command of the 2d regiment of his brigade, to cause Major Putnam to proceed with the company of St. Augustine guards to the south, and take post at Rosetta, the plantation of the Marquis of Fongueres on the river Tomoka, where Captains Dummett and Williams, and a detachment under Lieutenant Solana, of mounted men, and Captain Keogh's company of foot, all of the 2d regiment, were ordered to report to him and receive his orders; that, for the purpose of advancing supplies to the troops under Major Putnam, the plantation of St. Joseph's, belonging to General Hernandez, was made a depot for the issuing of said supplies from the 18th of December, 1835, to the 28th of January, 1836, during which period it was garrisoned and fortified by a portion of Major Putnam's command.

I also certify that Colonel Sanchez, with a detachment of his regiment, was directed to proceed south for the purpose of affording aid to the planters in removing their negroes, and such property as they could, to this place; and that, for this purpose, he took possession of and occupied the plantation called Mala Compra, also belonging to General Hernandez, on the 23d day of January, 1836, and returned to this place on the 2d of February following, when all the plantations and settlements south of this city were abandoned to the enemy.

JNO. DRYSDALE,

A. A. Gen. and Brig. Major.

No. 2.

CITY OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S, } *Territory of Florida:*

Personally came before me George L. Phillips, a justice of the peace in and for said county, duly authorized, commissioned, and sworn, Benjamin A. Putnam, who, being duly sworn upon the Holy Evangelists of Almighty God, says, that, early in December, 1835, at the commencement of the present Seminole war, he received an order from Brigadier General Joseph M. Hernandez, commanding 2d brigade Florida militia, to proceed to the southward, and assume command of the companies of militia (which had been ordered there for the protection of the property in that section of the country) consisting of foot and mounted men; that, in pursuance of said order, he left St. Augustine on the 17th day of December with the "St. Augustine Guards," and, on the afternoon of the 18th, arrived at Mala Compra, one of the plantations of General Hernandez, and from thence moved on the same day to St. Joseph's, another of General Hernandez's plantations, where he and his command remained until the 20th, and obtained from thence supplies of beef and corn. On the morning moved from that place, having been furnished with transportation from the plantation, and the next day arrived at Rosetta, the plantation of the late Marquis of Fongueres, on the Tomoka, which had, by the order of General Hernandez, been selected as the most advantageous position for the headquarters of his command. Deponent remained there with his command until the 28th December, and from thence removed to Balowville. Lieut.



Matthew Solana, commanding a detachment of mounted men, was sent to Mantanzas, and ordered to take post at St. Joseph's plantation; and Captains Dummett and Williams, of company B and C, mounted men, to take post at Hartford plantation. Both these posts were fortified by the troops posted there, and deponent remained with the St. Augustine guards at Bulowville. Subsequently, St. Joseph's post was occupied by company D, Captain Keogh, of the 2d regiment of Florida militia, being a portion of deponent's command, and Lieut. Solana and his detachment ordered to Carrickfergus plantation at Tomoka. During deponent's stay at Rosetta and Bulowville, St. Joseph's was the depot for all supplies furnished to his command from St. Augustine; and the posts of Rosetta and Bulowville were likewise supplied from that depot by transportation procured at St. Joseph's. This state of things continued with some immaterial alterations until the 23d January, 1836, when Bulowville was abandoned, and the troops marched to St. Joseph's post, where deponent met Colonel Joseph S. Sanchez, having a part of his command stationed at Mala Compra. These posts were occupied until the 28th January, 1836, when the troops returned to St. Augustine. Shortly after this, the plantations of Carrickfergus, Rosetta, Bulowville, and St. Joseph's were fired by the Indians, and totally destroyed.

BENJ. A. PUTNAM,

*Major Commanding troops at the South.*

Subscribed and sworn to before me, this 3d day of February, A. D. 1838.

GEO. L. PHILLIPS,

*Justice of the Peace.*

ST. JOHN'S COUNTY, ss:

I hereby certify that I personally know Benjamin A. Putnam, whose name is signed to the above affidavit; that the signature is genuine; and that he is a person of respectable standing and unimpeached integrity and veracity, and his statements under oath are entitled to fair credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. Joseph's County.*

---

No. 3.

TERRITORY OF FLORIDA, *County of St. John's:*

Kingsby B. Gibbs, of the city of St. Augustine, county and Territory aforesaid, being duly sworn, doth depose and say, that, during the latter part of the month of January, 1836, he, this deponent, was in command of the post at "St. Joseph's," the sugar plantation of General Joseph M. Hernandez, as captain of a volunteer company called the "St. Augustine Guards;" that, on or about the 28th of said month, this deponent received orders to abandon that post, and to proceed with the men under his command to the city of St. Augustine; that he accordingly left that post the



next day; that, at the time he left it, there was standing on the place a large, spacious, and well-finished stone building and curing-house, in which was contained all the apparatus usually employed in the manufacture of sugar, and about one hundred and twenty or thirty empty sugar hogsheads, most of which were filled with peas in the pod, (corn peas;) *also*, a large frame building, in which was contained a steam engine, with iron rollers for grinding the cane; *also*, a large frame corn-house, in which was contained a considerable quantity of corn, as near as this deponent can judge, about eighteen hundred bushels; that there were on said place at that time a number of small buildings, used as blacksmith's shop, kitchen, and for negro-houses, &c., in one of which, a log building near the engine-house, a large number of pumpkins had been stored.

This deponent further saith, that, previously to abandoning said plantation, he caused a large quantity of corn to be taken from the corn-house and pitted under two large cattle sheds—a more full account of which is given in his report to Major Putnam of the 29th of that same month.

And this deponent further saith, that he has several times been at the before-mentioned place, during the last year, as an officer in the service of the United States, and has found all the buildings there (except one or two negro-houses) to have been destroyed by burning, which, as this deponent has heard, and verily believes, was perpetrated by the hostile Seminole Indians. The said curing, boiling, and engine-houses aforesaid having been destroyed, as near as this deponent can now recollect, from his having heard of their destruction at the time it occurred, about the 10th of February, 1836, and the corn-house aforesaid about the 14th of May following.

K. B. GIBBS.

Subscribed and sworn to before me, this 21st day of February, A. D. 1838.

GEO. L. PHILLIPS,

*Justice of the Peace.*

ST. JOHN'S COUNTY, ss:

I hereby certify that I personally know Kingsby B. Gibbs, whose name is affixed to the above affidavit; that the signature is genuine; that he is clerk of the superior court for the district of East Florida; and that he is a person of respectable standing and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, in said county, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

No. 4.

CITY OF ST. AUGUSTINE,  
COUNTY OF ST. JOHN'S,

} *Territory of Florida:*

Personally came before me, George L. Phillips, a justice of the peace in and for said county, duly authorized, commissioned, and sworn, Matthew Solana, who being duly sworn on the Holy Evangelists of Almighty God, deposes and says, that, on the 30th of December, 1835, being in command



of a troop of mounted volunteers from the 2d regiment 2d brigade Florida militia, he received orders from Major Benjamin A. Putnam, commanding the forces south, to proceed with command from Bulowville and take post at St. Joseph's, the plantation of General Joseph M. Hernandez, and to remain there until further orders; that he accordingly proceeded and arrived there on the same day; that he immediately took possession of the plantation, where he found extensive sugar works, consisting of one boiling and curing house, one engine and sugar-mill house, one corn-house filled with corn both above and below, one pumpkin-house containing a large quantity of very fine pumpkins, one large fodder-house filled with fodder, several stacks of fodder in the field, a large number of banks of sugar cane ready for grinding, a large quantity of pine wood for fuel, one extensive cattle shed, one blacksmith's shop with a large quantity of tools and iron, a number of negro-houses, also of plantation tools and carts. The buildings all appeared new and in good order. There were also a large number of oxen, some horses, and stock cattle. Deponent further states that he occupied the boiling, curing, and engine houses with his command, which he fortified with a quantity of the pine wood found near those buildings, by raising a breastwork around said buildings; that he also occupied the passage way of the corn-house, on the ground floor, with a part of the baggage belonging to his men; that there were in the boiling-house a large quantity of empty sugar hogsheads, and a large number in the curing-house filled with pease in the hull, and some sugar and molasses, of which a part was used by the men. Deponent also states that he continued at said plantation until the 1st day of January, 1836, when he was relieved by Captain Keogh, commanding company D, of the same regiment.

MATTHEW SOLANA.

Subscribed and sworn to before me, this 7th day of February, A. D. 1838.

GEORGE L. PHILLIPS.

*Justice of the Peace.*

ST. JOHN'S COUNTY, ss:

I hereby certify that I know, personally, Matthew Solana, whose name is subscribed to the annexed affidavit; that the signature is genuine; and that he is a person of respectable standing and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

---

No. 5.

TERRITORY OF FLORIDA, *St. John's County, ss:*

Personally appeared James Keogh, who being duly sworn, says, that, at the commencement of the late disturbances with the Seminole Indians, he was a captain commanding company D, belonging to the 2d regiment 2d brigade Florida militia; that about the last of December, 1835, he was ordered to proceed with his company to the camp at the plantation of General Joseph M. Hernandez, called St. Joseph's, lying at the head of Matan-



zas river, in order to relieve Lieutenant Solana, who was posted there with a detachment of mounted men; that he arrived there and assumed the command at St. Joseph's on the 1st day of January, 1836, and occupied and continued in the command of that post until the 15th day of the same month, when he was ordered to proceed south, to Bulow's plantation, and join Major Putnam's command at that place.

And deponent further says, that, on his arrival at St. Joseph's, he found the sugar works and other buildings, consisting of a boiling, sugar, and engine house, all fortified by a breastwork, and whilst there he occupied them for military uses. The buildings were in good order; and he found in the curing-house about seventy-five hogsheads, some of which contained sugar and molasses, and the others were filled with peas in the pod. Fifty empty hogsheads were in the boiling-house, apparently ready for use. Deponent also saw a large frame corn-house, two stories high, completely filled with corn above and below—all of which, except what he took for the use of his command, he left there; he also observed a large quantity of fodder, and the fields covered with banks of sugar cane, being the crop of 1835, ready for grinding, and a large stock of pine wood for the use of the mill.

And deponent further says, that there were also on the plantation two large cattle sheds, made of cypress posts, one of which was filled with fodder; a number of negro-houses and household furniture; several carts, oxen, horses, and stock cattle; and a variety of tools suitable for the purposes of an extensive plantation.

JAMES KEOGH.

Sworn to before me, the 19th day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

ST. JOHN'S COUNTY, ss:

I hereby certify that I personally know James Keogh, whose name is signed to the above affidavit; that the signature is genuine; and that he is a person of respectable standing and of unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

---

No. 6.

TERRITORY OF FLORIDA, *County of St. John's, ss:*

Personally appeared William E. Broadnax, who, being duly sworn, says, that he was employed by General Joseph M. Hernandez as overseer of his two plantations, the one called Mala Compra, and the other St. Joseph's, being distant from each other about three miles, and both lying at the head of the Matanzas river. The deponent arrived on said plantation on the 22d day of April, but the hands had been there a little more than a week before him. At the *Mala Compra* plantation deponent found a



dwelling-house, kitchen, cotton-house, corn-house, and a stone negro-house. The dwelling-house was injured; one of the window shutters was broken to pieces, and one load of buckshot had been fired through the staircase. He was told by some of Captain Parker's South Carolina volunteers that the injury was done by some of that company. The cotton-house had been used as a guard-house by the troops that had been posted there, and the boards, breast high, taken off all around the building to fire through; and he understood from the same source that they had remained in it two days and nights. A great many names of the men were written about the inside walls of the dwelling-house.

At St. Joseph's deponent saw a large frame two story corn-house and one frame negro-house, and the remains of several other negro houses, but these latter were in an untenable condition. He found no corn in the buildings at either place. The corn-house had been somewhat injured and the locks torn off. At the northeast and southwest corners of this building, breastworks had been thrown up for the convenience of the military that had been posted there. Some of the negro-houses and the blacksmith's shop had been taken down to erect these breastworks. Two cattle sheds had been taken down, but one of these had been used as a fodder-house, and he understood that a large quantity of fodder had been left on the place, but he saw none. Deponent found two large pits, with corn in them, in the places where the cattle sheds had stood. The corn was very much injured, but about a third of it might be used as horse feed, but the remainder could have been of no use; it was sour and had a very offensive smell. He sent one flat-load of the corn to town, to be delivered to General Hernandez; but it did not reach town for some days afterwards. It was taken from the plantation on the 7th or 8th of May. Deponent understood that, some time before, the Indians had destroyed the sugar and engine houses, and he saw the remains of those buildings. The machinery was lying about, and was of little or no value. He did not learn that any other injury had been done by the Indians. Deponent saw a great many banks of cane in the fields, but he does not know how many there were originally. About half of what he saw were very much injured and trodden about by the cattle; the others were partially injured. He understood that the officers and soldiers were in the habit of collecting cattle and turning them in the cane fields. Cattle are fond of cane, and they must have destroyed a great deal of it by feeding and trampling on it. He saw horse tracks in the fields also. And deponent also says, the following plantation utensils were found by him at Mala Compra and St. Joseph's, when he took possession there as overseer, as aforesaid, to wit: Twenty hoes, worth each thirty-seven and a half cents; eight spades, mostly new, each worth one dollar; eighteen axes, worth each one dollar and twenty-five cents; seven ploughs without socks, one dollar and twenty-five cents each; one ox cart, much worn, worth forty dollars; six ox yokes, each one dollar; five ox chains, each four dollars; one pair of trace chains, fifty cents; two pairs new ox cart wheels, each forty dollars; three pairs ox cart wheels, used without cart bodies, each thirty dollars; one new bellows at Mala Compra, fourteen dollars; one large leather horse cotton-gin band, five dollars; twenty cane knives, seventy-five cents each; two whip-saws, each ten dollars; two crowbars, each two dollars and fifty cents; two stone corn-mills, one of them broken, twenty dollars; two grindstones, one without a frame, six dollars; two vices, nine dollars; one large iron pot,



three dollars and fifty cents. The whole of the above articles, according to deponent's best judgment, amounts to three hundred and ninety dollars and twenty-five cents.

And deponent further says, that he found twelve oxen and about thirty head of stock cattle, and a sow and four pigs, also two mares and one colt, belonging to General Hernandez. He found four or five cattle lying dead in the field that had been shot. Of the stock of pigeons, he only found two. He found no bees, but understood that the troops, whilst at Mala Compra, had destroyed ten hives and used the honey, and had also destroyed the pigeons; that they had taken away a chest of carpenter's tools that had been buried to preserve them from the Indians; and that they had also taken away the blacksmiths' tools that were at St. Joseph's, so that they could not be found. Deponent saw no cord wood at either plantation.

And deponent further says, that he was ordered to remove from the plantation, with the hands, about the last of April, in consequence of the troops retiring from the field; that at that time he had planted about one hundred and seventy-five acres of corn, and had prepared the ground to plant about twenty-five acres more, and was going to plant cotton, having about one hundred and fifty bushels of seed on hand for that purpose. In the act of removing the negroes, the Indians captured twelve; nine of which made their escape, and three are still in their possession. Their names are Elleck, Stephen, and Ned. The party of Indians consisted of about nineteen, and he understood that they drove off the twelve oxen, and thirty head of cattle, and five horses, which he left on the plantation when he retired from it.

On retiring, deponent brought away with him the following articles, to wit: Twenty hoes, valued at seven dollars and fifty cents; eighteen axes, at twenty-two dollars and fifty cents; one pair of new cart wheels, forty-five dollars; two whip-saws, twenty dollars; two crowbars, four dollars and fifty cents: amounting to ninety-nine dollars and seventy-five cents. All the other articles of plantation utensils mentioned above were left.

Deponent further says, that it would take one month's labor of forty hands to repair the damage done to the negro houses, and make them suitable to be inhabited, which, at fifteen dollars to each hand per month, is six hundred dollars. The repairs required to the dwelling-house and cotton-house at Mala Compra, and the cotton-house at St. Joseph's, would cost forty-five dollars; but this latter damage of forty-five dollars, he believes, is but a small part of the injury, particularly as regards the cotton-house at Mala Compra, the inside of which is now exposed to the weather by being left open all round the building, when the boards were taken off by the troops, and, unless soon enclosed again, will rot the whole house. Deponent is a carpenter, and capable of expressing an opinion, both as to the value of the work and the consequences to be apprehended to the buildings, as above stated.

Deponent understood that, on the day that Captain Irving's company of mounted men came away from St. Joseph's, being about the 14th May, a very considerable fire was seen in the direction of that plantation, which was believed to be the corn-house of the St. Joseph's place, set on fire by the Indians; that, whilst occupied on the plantation as overseer, he took from the two pits at St. Joseph's thirty-four bushels of corn, for the use of



said plantations; that the rest, except the flat-load herein before mentioned, was left on the plantations.

WM. E. BROADNAX.

Sworn to before me, the 27th day of June, 1836.

E. B. GOULD,

*Judge County Court, St. John's County.*

Personally appeared David R. Dunham, who, being duly sworn, says, that, on the 27th day of January last, he was called upon by General Hernandez to appraise various articles of plantation utensils; and that, after viewing the same, and exchanging opinions with John Bulow and William McKay, Esqs., who were planters, and who had been also selected as appraisers, the said plantation utensils were estimated and valued at twelve hundred dollars, to wit: the carts, plantation utensils, tools, &c.

DAVID R. DUNHAM.

Sworn to before me, the 23d day of July, 1836.

E. B. GOULD,

*Judge County Court, St. John's County.*

ST. JOHN'S COUNTY, ss:

I hereby certify that I know, personally, William E. Broadnax and David R. Dunham, whose names are signed to the within and annexed affidavits; that the signatures are genuine; and that they are persons of respectable standing and of unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

---

No. 27.

TERRITORY OF FLORIDA, *County of St. John's:*

Personally appeared James Pellicer, who, being duly sworn, says, that he was employed as a guide to the left wing of the army, and accompanied Colonel Butler and his command from St. Augustine to St. Joseph's, and from thence to Volusia. Colonel Butler had with him four hundred and eighty horses, besides those which belonged to the wagon train. They arrived at St. Joseph's in the afternoon of the 14th of March, and remained until seven o'clock the next morning; and, whilst there, the horses of the battalion and wagon train foraged on General Joseph M. Hernandez's corn. When these troops went away, each man took from the corn-house two days' forage for his horse, including the wagon horses. Whilst they were at St. Joseph's, the men under Colonel Butler pulled down several of the negro-houses for firewood, and, also, to get stakes to tie their horses to; and all the materials from these houses that could be burned was destroyed. Deponent cautioned them not to commit waste in this manner; but he received for answer, that the place had been abandoned, and they had a right to what they could find, as they had come to Florida to protect the country. Colonel Butler's battalion was a part of Colonel Goodwin's



regiment; and he understood that, four or five days afterwards, the remainder of the regiment with Colonel Goodwin arrived at St. Joseph's, and foraged in like manner as Colonel Butler's men had done. When deponent left, on the morning of the 15th, a large quantity of corn still remained in the corn-house, at which time Captain Denny was and remained in command of the post. Whilst at St. Joseph's, he saw a great deal of cane trash lying about the grounds where the troops had been encamped, that must have been brought from General Hernandez's cane fields for the purpose of eating; and he saw the troops of Colonel Butler, also, go into the fields and bring large quantities away for their horses.

Deponent's plantation and residence is about four miles from St. Joseph's. He knows that General Hernandez had most of his crop of corn on hand, when the Florida militia were drawn from that place; and all the crops of corn and fodder was banked and stacked in the field.

JAMES PELLICER.

Sworn to before me, the 8th day of July, 1836.

E. B. GOULD,

*Judge County Court, St. John's County.*

ST. JOHN'S COUNTY, ss:

I hereby certify that I personally know James Pellicer, whose name is signed to the above affidavit; that the signature is genuine; and that he is a person of respectable standing and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

---

No. 8.

TERRITORY OF FLORIDA, *County of St. John's*:

Personally appeared Bartolomo Solana, who, being duly sworn, says: That he was employed as a guide to a detachment of about one hundred mounted men from Colonel Goodwin's regiment of South Carolina volunteers, who were under the command of Captain Chesnut; that said detachment arrived at St. Joseph's soon after. General Bull had been there early in the month of March last, and remained there three days, during which time one hundred and six horses and the men belonging to the detachment subsisted on General Hernandez's corn, there being no provision at that post, which was also occupied at this time by a company of infantry, which was also subsisted on the corn from the same plantation; that, on his arrival there, he saw large quantities of corn lying about the ground where horses had been feeding. The troops were in the habit of going into the fields to get sugar cane for their own use. Deponent also saw where three negro houses had been taken down to make firewood; and one, and part of another, was taken down, whilst he was there, for the same purpose. He also saw a black-headed bull that had been shot, and was lying about three hundred yards from the post; and in the yard were three beef hides and



one calf skin, that were fresh from cattle but just killed. He was often in the cane fields, and saw that much cane had been taken from the banks, and the cane scattered in every direction about the fields. Deponent, from St. Joseph's, returned to St. Augustine, and did not join the army again.

BARTOLOMO SOLANA.

Sworn to before me, the 15th day of July, 1836.

E. B. GOULD,

*Judge County Court, St. John's County.*

ST. JOHN'S COUNTY, ss:

I hereby certify, that I know, personally, Bartolomo Solana, whose name is signed to the within affidavit; that the signature is genuine; and that he is a person of respectable standing and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

---

No. 9.

TERRITORY OF FLORIDA, *County of St. John's:*

Personally appeared, Henry Covert, who being duly sworn, says, that he was frequently at St. Joseph's whilst it was occupied as a military post by the South Carolina volunteers, in the service of the United States, in Florida, under the command of General Eustis. His station was generally as a guide, and sometimes he was employed as an express rider. He frequently saw beef killed at the post at St. Joseph's, and numbers of hides lying on the ground and hanging on the fences. He saw some rooms of the lower part of the house on said plantation full of corn, and the troops used it to make hominy for themselves and to feed their horses. He saw, also, large heaps of corn lying about the yard, as if thrown out of the house.

He was frequently in the fields where the fodder stacks were, and where also the cane was banked. The fodder stacks had been improperly opened, and were damaged by the weather. The horses were fed from them and from the cane banks. The troops were in the habit, also, of getting cane from the banks for their own use. He saw cattle in the cane fields, principally oxen, and also some mules, belonging to the wagon train of the army. He believes they must have been feeding on the cane banks and fodder stacks in the field, as there was no other subsistence for them. He also believes that all the horses belonging to Colonel Goodwin's regiment of mounted men, some oxen, and the horses of the wagon train of the left wing of the army, under General Eustis, (the horses amounting to about one thousand in all,) foraged at St. Joseph's on the corn, corn blades, and sugar cane, belonging to General Hernandez. The horses of the train were frequently sent there from different points, and expresses and officers on horseback were constant in their visits to this post, and, whilst there, were foraged in like manner as above described. On the 11th of March, depo-



ment left St. Augustine with General Ball and suite, for St. Joseph's, and arrived there the same day. General Ball remained till eight o'clock the next morning. The corn had been greatly diminished. During his stay, about thirty horses had been fed from it twice. From there he went to Camp McRea; and, about four or five days after, he was sent on express to Dupont's plantation, and on his way he met Colonel Goodwin with several mounted companies, and Captain Denny with other companies of infantry, on their way from St. Joseph's to the south. Deponent stopped at St. Joseph's, and he found that the troops had just left there, having abandoned the post. The corn previously seen in the house had all been taken away. Probably there might have remained four or five bushels scattered about the floor. The doors of the house were open. He knows that the corn was used in the public service. Much of it was lying about when the horses had been feeding, and was lost or wasted.

HENRY COVERT.

Sworn to before me, this 10th day of July, 1836.

E. B. GOULD,

*Judge County Court, St. John's County.*

ST. JOHN'S COUNTY, ss :

I hereby certify, that I personally know Henry Covert, whose name is subscribed to the above affidavit; that the signature is genuine; and that he is a person of respectable standing and unimpeached integrity and veracity, whose statements are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

No. 10.

TERRITORY OF FLORIDA, *County of St. John's :*

Personally appeared Bartolomo Ponce, who, being duly sworn, says, that he was employed as a guide to Colonel Goodwin's regiment of mounted South Carolina volunteers when he left St. Augustine with a part of them, about the third week in March last; that the part of the regiment that accompanied Colonel Goodwin at this time was about six hundred horses and men, exclusive of those of the wagon train, which were also numerous; that, as the party approached St. Joseph's, the plantation of General Joseph M. Hernandez, Colonel Goodwin sent a person, in advance, to request the officer in command of this post to have a quantity of corn shelled by the time he got there, that, on their arrival, the horses might be fed; that the horses were fed with the corn belonging to the plantation, and, whilst there, Colonel Goodwin ordered the infantry posted there immediately to proceed to Volusia; and that the wagons of the infantry were filled with corn, also belonging to the plantation.

And deponent further says, that Colonel Goodwin afterwards took all the corn that remained in the house, and loaded the wagons with it. He



also examined some corn that had been put under ground, in two large pits dug by the Florida militia, but he found it so much damaged that he declined taking any of it away. A beef was killed upon the plantation, and the men provided themselves with a quantity of sugar cane out of General Hernandez's fields, previous to Colonel Goodwin's taking up the line of march for Volutia, which was on the same day of their arrival at St. Joseph's.

BARTOLOMO PONCE, his + mark.

Sworn to before me, the 9th day of July, 1836.

E. B. GOULD,

*Judge County Court, St. John's County.*

ST. JOHN'S COUNTY, ss :

I hereby certify that I personally know Bartolomo Ponce, whose name is subscribed to the within affidavit; that the signature is genuine; and that he is a person of respectable standing and unimpeached integrity and veracity, and his statements on oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

No. 11.

CITY AND PORT OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S, } *Territory of Florida:*

Personally appeared Theodore Flotard and Venancio Sanchez, Esqs., merchants and residents of said city, who, being duly sworn on the Holy Evangelist of Almighty God, depose and say: That since the commencement of the war with the Seminoles, now upwards of two years, and after General Hernandez was compelled to abandon his plantations at St. Joseph's and Mala Compra, and to bring away his negroes, about eighty in number, of all ages, he had to place them on the beach on the island of St. Anastasia; that he had some hired out in this city, and others at work on the public works, but the remainder have been kept on that island, employed in cutting stone and wood, but their hire and labor have not realized him as much as was necessary for their support, (and these deponents know the fact to be so, as most of the income derived from the labor and hire of those negroes, as well as from other resources, passed through their hands;) and that General Hernandez, notwithstanding this, is unavoidably, and to a considerable amount, in their debt for necessary supplies furnished him for those negroes and for his own family.

THEO. FLOTARD.

VENANCIO SANCHEZ.

Subscribed and sworn to before me, this 21st day of February, A. D. 1838.

GEORGE L. PHILLIPS,

*Justice of the Peace.*



ST. JOHN'S COUNTY, ss :

I hereby certify that I personally know Theodore Flotard and Venancio Sanchez, whose names are affixed to the above affidavit ; that their signatures are genuine ; that they are merchants ; and that they are persons of respectable standing and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

No. 12.

CITY OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S } *Territory of Florida :*

Personally came before me, George L. Phillips, a justice of the peace in and for said county, duly authorized, commissioned, and sworn, Doctor S. S. Peck, a resident of said city, who, being duly sworn upon the Holy Evangelists of Almighty God, deposes and says : That he has been physician to the family of General J. M. Hernandez since he was driven from his plantation by the hostile Indians ; that, in consequence of the removing of his negroes from their comfortable homes, and their being placed on the island of St. Anastasia, without protection from the weather in the winter season, they became diseased, and many of them died, which the deponent verily believes was in consequence of such exposure, to the great damage, expense, and loss of said General Hernandez.

S. S. PECK.

Subscribed and sworn to before me, this 22d day of February, A. D. 1838.

GEORGE L. PHILLIPS,

*Justice of the Peace.*

ST. JOHN'S COUNTY, ss :

I hereby certify that I know personally Doctor S. S. Peck, whose name is affixed to the within attestation ; that the signature is genuine ; and that he is a person of respectable standing and unimpeached integrity and veracity, whose statements made under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, in said county, the 22d day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

No. 13.

TERRITORY OF FLORIDA, *St. John's County :*

I, Bernardo Segui, clerk of the county court for the county aforesaid, do hereby certify, that George L. Phillips, Esq., whose name is subscribed to



the accompanying documents, (marked from letter A to G, and from No. 1 to 12,) is one of the justices of the peace for said county, duly commissioned and sworn; and also do certify that Elias B. Gould, Esq., at the time he subscribed to the same documents, was, and now is, the judge of the county court for the county of St. John's aforesaid; to both of whom due faith and credit are to be given as such.

Given under my hand, and seal of the said court, at the city of St. Augustine, Territory and county aforesaid, this twenty-third day [L. s.] of February, in the year of our Lord one thousand eight hundred and thirty-eight.

BERNARDO SEGUI, *Clerk C. C.*

---

No. 14.

**SUPERIOR COURT, District of East Florida:**

I, Kingsley B. Gibbs, clerk of the said court for the district aforesaid, do hereby certify that I am well acquainted with James Pellicer, Matthew Long, Theodore Flotard, B. E. Carr, Venancio Sanchez, John C. Cleland, John Rose, Joseph S. Sanchez, Peter B. Dumas, David R. Dunham, William McKay, Thomas Hall, Michael Neligin, Felipe Gomez, John Hewlett, John L. Williams, Elisha Sprague, Reuben H. Pinkham, George Colee, Benjamin A. Putnam, Matthew Solana, Wm. E. Broadnax, James Keogh, Bartolo Solana, Henry Covert, and Doct. S. S. Peck, residents of this district; whose signatures are affixed to the foregoing documents, (numbered from one to twelve, inclusive, and to those marked B, C, D, E, F, and G;) that they are all men of truth and veracity, and so esteemed in this community; and that to their statements, under oath, full faith and credit are due, in courts of judicature and out thereof.

I further certify, that the judge of the superior court for this district, as also the attorney of the United States for the same district, are now absent from the district, at the seat of the Territorial Government.

In witness whereof, I have hereunto set my hand, and affixed the seal [L. s.] of the said court, at the city of St. Augustine, this twenty-fourth day of February, A. D. 1838.

K. B. GIBBS, *Clerk.*

---

No. 15.

**SUPERIOR COURT, District of East Florida:**

I, Kingsley B. Gibbs, clerk of the said court for the district aforesaid, do hereby certify that there is now pending in this court, on the equity side thereof, a bill against Joseph M. Hernandez and Ann his wife, filed by the Union Bank of Florida, for the foreclosure of a mortgage given by the said Hernandez and wife to the said Union Bank, on certain real estate and negro slaves therein mentioned, to secure the payment to the said bank of about forty-two thousand dollars for principal, borrowed from said bank by said Hernandez, as is alleged by the aforesaid bill.

In witness whereof, I have hereunto set my hand, and affixed the seal [L. s.] of the said court, this twenty-fourth day of February, A. D. 1838.

K. B. GIBBS, *Clerk.*



## No. 16.

Schedule and appraisement of property belonging to General Joseph M. Hernandez, and damages sustained by him at his plantation called Mala Compra, at the head of the river Matanzas, including the loss of cotton gins, plantation utensils, furniture, cotton seed, &c., destroyed by the Seminole Indians, or as consequent upon the war with them; which said plantation was occupied as a military post by the troops in the service of the United States, and since the commencement of the hostilities above alluded to:

To property burnt and otherwise destroyed, (estimate H, dep- ositions 13, 14, 15, and 16)	-	-	\$9,951 18
To 150 bushels imported Petit Gulf cotton seed, at \$1 50, (esti- mate F)	-	\$225 00	
Plantation utensils and implements, (estimate J)	-	150 00	
Furniture destroyed	-	150 00	
Damage done to orange and other fruit trees of Nos. 1 and 2 fields, at Mala Compra, (estimate I)	-	3,000 00	
9 horses taken by enemy, (estimate J)	-	870 00	
			<hr/> 4,395 00
E. E.			<hr/> 14,346 18

## JOSEPH M. HERNANDEZ.

Personally appeared Joseph M. Hernandez, who, being duly sworn, says that the within account, and the facts stated therein, are true, to the best of his knowledge and belief. Given at St. Augustine, the 26th day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

## H No. 17.

We, the undersigned, Thomas Hall, Michael Neligan, Felipe Gomez, master masons; and John Hewlett, master carpenter and millwright; Elisha Sprague, Reuben H. Pinkham, John L. Williams, master carpenters; and George Colee, plumber, painter, and glazier; and Joseph Lourcey, gin maker and master carpenter—having been called upon to estimate the value of the buildings, cotton gins, and their appurtenances, negro and other out houses and improvements, burnt, dilapidated, and destroyed, upon the plantation called Mala Compra, belonging to General Joseph M. Hernandez, situated at the head of the river Matanzas, and being well acquainted with that plantation, having frequently been upon it, do, on our oaths, estimate the value of them to be as follows, to wit:

One framed dwelling-house, built of the best materials, weather boarded, and finished with lath and plaster inside; one story and a half high, underpinned 3 feet deep with stone, 30 feet long by 18 feet wide, with one piazza the length of the build-



ing, about 10 feet wide; floors planed and tongued and grooved; with six apartments, and a cellar under ground; 1 staircase; 16 windows, with sashes and panel shutters; a brick and stone chimney, with 2 fireplaces; about 9 panel doors; and covered with shingles—valued at -	\$2,000 00
One framed cotton-house, built of the best materials, weather boarded, 40 feet long by 20 feet wide, partly ceiled with planed boards, underpinned with stone 3 feet under ground, and five feet elevation, the walls 18 inches thick; with 2 enclosed piazzas, 14 feet wide by 40 long; with a loft 20 by 40; 2 floors, tongued and grooved; with 12 apartments, 2 staircases, and covered with shingles; made to hold 200,000 lbs. of seed and 200 bales of ginned cotton; having every convenience to a complete long-staple cotton-house—valued at	\$2,933 00
One framed kitchen, one and a half story high, plastered inside and out, 30 by 18 feet wide, underpinned with stone; first floor terraced, second floor of boards, tongued and grooved; with 2 apartments (for kitchen and wash room) below; 2 fireplaces, 1 oven, and a spacious half-story loft, 30 by 18 feet, arranged for curing tobacco; 1 staircase, 9 windows, 3 doors, and covered with shingles—valued at - - - -	1,000 00
	<hr/> 3,933 00
One frame corn-house, about 30 feet by 18 wide, underpinned with stone 2 feet off ground, 2 floors tongued and grooved, 1 door and 2 windows, covered with shingles, valued at - - - -	683 00
One framed privy, valued at - - - -	60 00
Driver's house, of stone and plaster, valued at - - - -	266 00
Alexander and William's 2 framed houses, weather boarded, and covered with palmetto, valued at - - - -	150 00
Twelve other negro-houses, with posts set in ground, and wattled, valued at - - - -	312 00
One framed shed, adjoining corn-house, for horses and cattle, valued at - - - -	42 50
	<hr/> 1,513 50
One fowl-house, valued at - - - -	26 68
One cattle pen, post and rail, valued at - - - -	48 00
Garden fence, post and picket, valued at - - - -	96 00
One boarded kitchen, adjoining cotton-house, valued at - - - -	180 00
One double-roller horse gin, valued at - - - -	400 00
One single-roller horse gin, valued at - - - -	200 00
Cog works and gearing, for working the above gins, valued at - - - -	100 00
Twenty-four foot gins, valued at - - - -	240 00
	<hr/> 1,290 68



*Valuation of Mala Compra property.*

Painting in the dwelling house:	
Painting 8 panel doors and frames, on first floor, valued at	\$16 00
Painting 4 panel doors and frames, on second floor, valued at	8 00
Painting and glazing 412 sash lights, valued at	135 00
Painting 15 pairs shutters and frames, valued at	30 00
Painting interior of dwelling, valued at	25 00
	<hr/>
	\$214 00
	<hr/>
	9,951 18
	<hr/>

THOMAS H. HALL.  
MICHAEL NELIGAN.  
FELIPE GOMEZ.  
JOHN HEWLETT.  
ELISHA SPRAGUE.  
REUBEN H. PINKHAM.  
JOHN LEWIS WILLIAMS.  
JOSEPH LOURCEY.  
GEORGE COLEE.

CITY OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S, } *Territory of Florida:*

Before me came the before-named Thomas H. Hall, Michael Neligan, Felipe Gomez, John Hewlett, Elisha Sprague, Reuben H. Pinkham, John Lewis Williams, George Colee, and Joseph Lourcey, known to me, personally, to be of good standing, respectability, and credibility, and made oath, on the Holy Evangelists of Almighty God, that the appraisement made by them, as contained in the annexed and foregoing schedule, and to which their signatures are affixed, is correct and just, and made to the best of their knowledge and belief.

Given under my hand, at the city of St. Augustine, this 16th day of February, A. D. 1838.

GEORGE L. PHILLIPS,  
*Justice of the Peace, St. John's County.*

ST. JOHN'S COUNTY, ss:

I hereby certify, that I know, personally, Thomas Hall, Michael Neligan, Felipe Gomez, John Hewlett, Elisha Sprague, Reuben H. Pinkham, John L. Williams, George Colee, and Joseph Lourcey, whose names are affixed to the above and annexed appraisement; that their characters, occupations, and pursuits, are truly represented therein; that the signatures are genuine; that they are persons of respectable standing, and of unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, in said county, the 22d day of February, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*



I No. 18.

CITY OF ST. AUGUSTINE, }  
 COUNTY OF ST. JOHN'S, } *Territory of Florida:*

Personally came before me, George L. Phillips, a justice of the peace in and for said county, duly authorized, commissioned, and sworn, John C. Cleland, Esq., Captains Douglas Dummett and Francis Pellicer, all residents of this city, but formerly planters, who, being duly sworn, depose and say: That they are well acquainted with the plantation at Mala Compra, owned by General J. M. Hernandez, and with the improvements thereon, having been frequently there, and the former stationed there at the commencement of the war (1836) with the Seminole Indians. That they saw, at that plantation a very fine thriving orange grove, consisting of about 1,500 trees, in No. 1 and No. 2 fields, and a variety of other fruit trees; and that they estimate the damage done to the said trees at \$3,000, and that this damage has occurred to the said trees from the plantation having been abandoned on the commencement of the war; and, in consequence of which, they could not be attended to or framed, and their growth being stunted by the grass growing about them, and of which they will never recover, so as to make good trees of them again.

JOHN C. CLELAND.  
 DOUGLAS DUMMETT.  
 FRANCIS PELLICER.

Subscribed and sworn to before me, this 10th day of February, 1838.

GEORGE L. PHILLIPS, J. P.

ST. JOHN'S COUNTY, ss:

I hereby certify that I know, personally, John C. Cleland, Douglas Dummett, and Francis Pellicer, whose names are signed to the above certificate; that their signatures are genuine; that they are planters; and that they are persons of respectable standing, and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, in said county, the 22d day of February, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*

---

J No. 19.

CITY OF ST. AUGUSTINE, }  
 COUNTY OF ST. JOHN'S, } *Territory of Florida:*

We, the undersigned, having been called upon by General Joseph M. Hernandez to appraise his horses, which were on his plantations at St. Joseph's and Mala Compra, do, upon our oaths, depose and say, that we were well acquainted with the properties and actual value of said horses, and have set the value upon each, as is immediately placed after their names.



Names of horses.	Valuation.
Jackson	\$100
Mexican	40
Suckey	150
Lady Eve	80
Mark Time	150
Florizel	150
Belinda	150
Two colts, \$25 each	50
	<u>870</u>

The total amount being eight hundred and seventy dollars.

And they further state that, from the manner in which those plantations had to be abandoned, they believe that General Hernandez may have lost the value of \$300 in furniture, and \$150 in planting utensils; and Mr. M. Long states there may also have been the value of \$60 in hogs, left at Mala Compra.

JAMES PELLICER.

MATTHEW LONG.

Subscribed and sworn to, before me, this 19th day of February, A. D. 1838.

GEORGE L. PHILLIPS, J. P.

ST. JOHN'S COUNTY, ss:

I hereby certify that I know, personally, James Pellicer and Matthew Long, whose names are affixed to the above affidavit; that the signatures are genuine; and that they are persons of respectable standing, and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, in said county, the 22d day of February, 1838.

E. B. GOULD,

Judge County Court, St. John's County.

No. 20.

CITY OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S, } *Territory of Florida:*

Personally came before me, George L. Phillips, a justice of the peace in and for said county, duly authorized, commissioned, and sworn, Joseph S. Sanchez, colonel of the 2d regiment 2d brigade Florida militia, who, being duly sworn, deposes and says: That on the breaking out of the war with the Seminole Indians, in the latter end of the year 1835, he received orders from Brigadier General Joseph M. Hernandez to embody his regiment, and on the 17th day of December of the same year, he, by an order issued from said General Hernandez, sent a part of his regiment south, for the protection of the lives and property of the inhabitants at Matanzas, Tomoka,



and Musquito, and to scour the banks of the river St. John's as high up as Spring Garden; that the companies which marched south consisted of company A, St. Augustine Guards, companies B and C, mounted men, company D, infantry, and a detachment of mounted volunteers, under the command of Lieutenant Matthew Solana; that this force was placed under command of Major B. A. Putnam, of the St. Augustine Guards—occupied Bulowville, Rosetta, Dunlawton, Carrickfergus, St. Joseph's, and Hartford plantations; that on the 21st January, 1836, General Hernandez, deeming a reinforcement necessary to be sent to the south, he, (this deponent,) with some companies of his regiment, proceeded on that day, by water, with his forces, and arrived on the 23d, and took possession of Mala Compra, one of the plantations of General J. M. Hernandez at Matanzas, where he established his headquarters, for the purpose of giving aid and protection to the planters in removing such of their negroes and property as they could do to that station, as a place of safety, prior to being sent to St. Augustine, as it was found no longer possible to maintain a force for the protection of that section of country; that he occupied Mala Compra until the 2d February, 1836, when he returned with his forces to St. Augustine, leaving the country south of said city in the possession of the hostile Indians. Deponent further states, that when he arrived at Mala Compra he found on that plantation one well-finished dwelling-house, one large cotton-house, one kitchen, one corn-house, a number of negro-houses, and other small out-houses generally on a plantation. The dwelling-house, cotton-house, kitchen, and corn-house, were occupied by the troops under his command, and some of the negro-houses by the negroes, as they arrived from the different plantations south of the station. The cotton-house, being a large building, and clear of trees, was occupied as the principal place of defence, from off of which he caused a number of boards to be ripped, so as to command the field, and had loop-holes cut throughout the whole building, so that the musketry could be used in every direction. There were also found on this plantation a quantity of machinery of various kinds, foot gins, roller gins, mostly on the ground floor of the cotton-house, some furniture, plantation utensils, a number of oxen, cattle, and horses; enclosures for garden and cattle pens; an extensive and thriving sweet orange grove, said to contain 1,500 trees, and a variety of other fruit trees, on the whole presenting the appearance of a well-settled plantation. Deponent further states, that on the 7th of November, 1836, by order of his excellency the Governor of the Territory, he was mustered into the service of the United States, with a battalion of his regiment; and on the 1st of January, 1837, he received an order from Colonel J. B. Crane, of the United States service, in command of the station at Fort Marion, to proceed with some companies of his battalion to scour the country south, and to collect all the cattle that might be found on the different plantations; that in the execution of this order he visited most of the plantations south, including St. Joseph's and Mala Compra; that at St. Joseph's there was but one negro-house standing, the remainder having been burnt. At Mala Compra he found that the cotton-house had been burnt, caused, as he believes, from its having been used and made a place of defence; and all the other buildings in a state of ruin and dilapidation—the fences down, and the orange grove overrun with grass. Deponent also states, that he did not see any cattle or horses at either of the above-named places.

JOSEPH S. SANCHEZ,

*Col. 2d Reg. 2d Brig. Florida Militia.*



Subscribed and sworn to before me, this 5th day of February, A. D. 1838.

GEORGE L. PHILLIPS,  
*Justice of the Peace.*

ST. JOHN'S COUNTY, ss :

I hereby certify that I know, personally, Joseph S. Sanchez, whose name is signed above ; that the signature is genuine, and that he is a person of respectability, and now marshal of the district of East Florida, and his statements under oath are entitled to full credit and belief.

Given under my hand, at the city of St. Augustine, the 22d day of February, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*

No. 21.

ST. JOHN'S COUNTY, ss :

Personally appeared John M. Hanson, who, being duly sworn, says: That in the year 1837 he was a captain commanding a company of Florida mounted volunteers, in the service of the United States ; that in his various scouts he was frequently at the plantation of Gen. Joseph M. Hernandez, called Mala Compra, situated at the head of Matanzas river ; that on his first visit he found that the cotton-house of the plantation had been burned down, and, as he believes, by the Indians, in consequence of its having been occupied as a place of defence by the troops that had been stationed there, and those that had visited it at various times ; that the dwelling-house had several windows broken open, and the sashes were taken out, and the doors were also open, and horses had been inside, and the inside had the appearance of a stable, and it was generally very much injured ; that all the other buildings appeared in an equally ruinous condition, and some of them totally destroyed by fire.

JOHN M. HANSON.

Sworn to before me, the 24th day of February, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*

I hereby certify, that I personally know John M. Hanson, above named ; that the signature to the above affidavit is genuine ; and that he is a person of respectable standing and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at St. Augustine, the 24th day of February, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*

JOSEPH S. SANCHEZ

Cor. 2d Reg. 2d Div. Florida Militia.



## No. 22.

## ST. JOHN'S COUNTY, ss:

Personally appeared John R. Andrew, who, being duly sworn, says: That in the beginning of the year 1837 he was a lieutenant in Captain Levy's company of Florida volunteers, in the service of the United States; and that in the month of February, in that year, he was sent down with a detachment of troops, under the command of Captain Weadon, to take supplies to Mala Compra, for the use of the troops that had been ordered there; that when he arrived at Mala Compra he found that the cotton-house of the plantation had been burned down, and, as he believes, by the Indians, in consequence of its having been occupied as a place of defence by the troops which had been stationed there, and those who visited that place at various times; that the dwelling-house had several doors and windows broken open, the sashes taken out, and was very much injured; that all the other buildings appeared in an equally ruinous condition, and some of them totally destroyed; that, as well as he can recollect, there were a number of loop-holes cut through the sides of the dwelling-house, to fire from; and he also saw in the house a quantity of cotton seed.

JOHN R. ANDREW.

Sworn to before me, the 24th day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

I hereby certify, that I personally know John R. Andrew, whose name is signed to the affidavit; that the signature is genuine; and that he is a person of respectable standing, and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, at St. Augustine, the 24th day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

## No. 23.

CITY OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S, } *Territory of Florida:*

Personally came before me, George L. Phillips, a justice of the peace in and for said county, duly authorized, commissioned, and sworn, Ramon Sabate, George Wilkinson, and Robert Campbell, who, being duly sworn on the Holy Evangelists of Almighty God, do depose and say: That during the time they were in the service of the United States, as volunteers from the 2d regiment Florida militia, and with the battalion commanded by Colonel J. S. Sanchez, they, with a part of said battalion, on the commencement of January, 1837, went south, to scour the country, and to collect any stray cattle that might be found; that these deponents, about the 5th day of said month, were of the party ordered as an advanced guard under command of Captain Freymuth; and that they were, by Colonel J. S. Sanchez's order, sent to Mala Compra, one of the plantations of General J. M. Her-



andez, to reconnoitre; that they remained there part of a day and all one night; that the cotton-house had been burnt, the dwelling-house in a state of ruin and dilapidation, the sides of it having been ripped open for the purpose of defence; that a great quantity of cotton seed was in a room in said dwelling-house; and that the doors, windows, and window sashes, had been all torn down. The negro-houses and other buildings all torn down and destroyed, and the fences all down and destroyed likewise. Deponents further depose, that they did not see any machinery there, or plantation utensils; and the plantation itself presenting a scene of ruin and desolation, and a fine orange grove and other fruit trees overrun with grass.

ROBERT CAMPBELL.

GEORGE WILKINSON.

RAMON SABATE.

Subscribed and sworn to before me, this 20th day of February, A. D. 1838.

GEORGE L. PHILLIPS,

*Justice of the Peace.*

ST. SOHN'S COUNTY, ss:

I hereby certify, that I personally know Robert Campbell, George Wilkinson, and Ramon Sabate, whose names are signed to the above affidavit; that the signatures are genuine; and that they are persons of respectable standing, and unimpeached integrity and veracity, whose statements under oath are entitled to full credit and belief.

Given under my hand, the 26th day of February, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

No. 24.

TERRITORY OF FLORIDA, *St. John's County*:

I, Bernardo Segui, clerk of the county court for the county aforesaid, do hereby certify that George L. Phillips, Esq., whose name is subscribed to the accompanying documents, marked by letters H, I, and J, and deposition No. 13, is one of the justices of the peace for said county, duly commissioned and sworn. And I do further certify, that Elias B. Gould, Esq., who subscribed to the same documents, was at that time, and now is, the judge of the county court of St. John's county aforesaid; to both of whom due faith and credit are to be given as such.

In testimony whereof, I set my hand and affix the seal of said court, at the city of St. Augustine, Territory and county aforesaid, this twenty-third day of February, in the year of our Lord one thousand eight hundred and thirty-eight.

[L. s.]

BERNARDO SEGUI,

*Clerk County Court.*



No. 25.

SUPERIOR COURT, *District of East Florida*:

I, Kingsley B. Gibbs, clerk of the said court for the district aforesaid, do hereby certify, that I am well acquainted with Joseph S. Sanchez, Thomas Hall, Michael Neligan, Felipe Gomez, John Hewlett, Elisha Sprague, Reuben H. Pinkham, John L. Williams, Joseph Lourcey, George Colee, John C. Cleland, Douglas Dummett, Francis Pellicer, James Pellicer, Matthew Long, John M. Hanson, John R. Andrew, Robert Campbell, George Wilkinson, and Ramon Sabate, residents of this district, whose signatures are affixed to the foregoing documents, numbered from thirteen to sixteen, inclusive, and to those marked H, I, and J; that they are all men of truth and veracity, and so esteemed in this community; and that to their statements under oath full faith and credit are due, in courts of judicature and out thereof.

I further certify, that the judge of the superior court for this district, as also the attorney of the United States for the same district, are now absent from the district, at the seat of the Territorial Government.

In witness whereof, I have hereunto set my hand and affixed the seal of the said court, at the city of St. Augustine, this twenty-fourth day of February, A. D. 1838.

K. B. GIBBS, *Clerk*.

No. 26.

## ST. JOHN'S COUNTY, ss:

Personally appeared Colonel Joseph S. Sanchez, who, being duly sworn, says: That being called upon by General Hernandez to explain an apparent discrepancy between his former statement and that of Major Putnam, respecting the time when the troops were withdrawn from the posts at Matanzas, states that he remained in the occupation of Mala Compra some days after Major Putnam's command had been withdrawn from St. Joseph's, protecting the removal of a number of negroes from those plantations, as mentioned in his former statement; that soon after he left Mala Compra, and returned to St. Augustine, a very considerable fire was seen south of this place, which, from information received in St. Augustine on the 10th of February, 1836, proved to be the sugar works of the St. Joseph's plantation, and believed to have been set on fire by the Indians, said buildings having been previously fortified by the troops stationed there.

JOSEPH S. SANCHEZ.

Sworn to before me, at the city of St. Augustine, this 19th day of November, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

## DISTRICT OF EAST FLORIDA, ss:

I, Robert Raymond Reid, judge of the superior court of the district of East Florida, do hereby certify that Elias B. Gould is, and was at the time



of the within verification, judge of the county court of St. John's county, within the said district of East Florida.

Given under my hand, at the city of St. Augustine, the 19th day of November, 1838.

ROBERT RAYMOND REID,  
*Judge Superior Court, District of East Florida.*

**DISTRICT OF EAST FLORIDA :**

Antonio Pellicer, Benjamin A. Putnam, Kingsley B. Gibbs, and Joseph S. Sanchez, are personally known to me; they are respectable gentlemen, and worthy of credit.

Dated at St. Augustine, 19th November, 1838.

ROBERT RAYMOND REID,  
*Judge Superior Court, District of East Florida.*

**ST. JOHN'S COUNTY, ss :**

Personally appeared Major Benjamin A. Putnam, who, being duly sworn, says : That, being called upon by General Hernandez to explain an apparent discrepancy in a former statement made by him, stating that the posts occupied at the south of St. Augustine were occupied until the 28th January, 1836, when the troops returned to the city, he spoke of the troops of his command—for Colonel Sanchez, with another body of troops, remained a few days after this deponent at Matanzas.

BENJAMIN A. PUTNAM.

Sworn to before me, this 19th day of November, 1838.

E. B. GOULD,  
*Judge County Court, St. John's County.*

**DISTRICT OF EAST FLORIDA :**

I hereby certify, that the Hon. Elias B. Gould, before whom the foregoing affidavit was made, is, and was at the time the same was made, judge of the county court for the county of St. John's.

Dated at St. Augustine, 19th November, 1838.

ROBERT RAYMOND REID,  
*Judge Superior Court, District of East Florida.*

No. 28.

**COUNTY OF ST. JOHN'S, ss :**

Personally appeared Major Kingsley B. Gibbs, who, being duly sworn, says : That, on being called upon to make an explanation of his meaning in a former statement, wherein he says that the destruction of the sugar works on the plantation of General Hernandez, called St. Joseph's, occupied about the 10th of February, 1836, he now says that he means by that



statement to say, that the destruction took place before the 10th day of February, 1836.

K. B. GIBBS,

Sworn to before me, the 19th day of November, 1838.

E. B. GOULD,

*Judge County Court, St. John's County.*

DISTRICT OF EAST FLORIDA :

I hereby certify, that Elias B. Gould is, and was at the date of the above verification, judge of the county court of St. John's county.

Given under my hand, the 19th day of November, 1838.

ROBERT RAYMOND REID,

*Judge Superior Court, Dist. East Florida.*

No. 29.

CITY OF ST. AUGUSTINE, }  
COUNTY OF ST. JOHN'S, } *Territory of Florida :*

Personally came before me, George L. Phillips, a justice of the peace in and for said county, duly authorized, commissioned, and sworn, Antonio Pellicer, who, being duly sworn upon the Holy Evangelists of Almighty God, deposes and says: That he is a native of and a resident of St. Augustine, and that he was employed as guide to detachments of United States troops on three different occasions; that the first detachment was commanded by Captain Dimmock, and, according to the best of his recollection, left St. Augustine for St. Joseph's plantation, belonging to General Joseph M. Hernandez, on the 8th day of May, 1836, (being Sunday,) in search of a party of Indians who had the day before attacked the plantation of Mr. A. Dupont, about three miles from St. Joseph's, and killed Mr. Joseph Long; that they fell in with a party of Indians near St. Joseph's, and south of it, and had an engagement, in which they killed two Indians; that this detachment returned to St. Augustine on Tuesday, the 10th instant. The deponent went out again with another detachment, under command of Captain Dinmock and Lieutenant Irwin, on Thursday, the 12th instant; Captain Dinmock remained with his detachment at Mr. Dupont's plantation, and Lieutenant Irwin proceeded on with his detachment to St. Joseph's, where he remained until 12 o'clock on Saturday, the 14th instant, and afterwards joined Captain Dimmock at Mr. Dupont's, when they all proceeded on their return to St. Augustine. When they had arrived as far as the 18-mile post, they perceived a large fire south of them, which they believed to be the buildings either at Mr. Dupont's place or the corn-house at General Hernandez's plantation, set on fire by the Indians; that the detachment encamped for the night at the 17-mile post, and arrived at St. Augustine the following day, being Sunday, the 15th instant.

That deponent further states, that, owing to some information received at St. Augustine of a party of Indians being seen at Matanzas, driving off the cattle, another detachment, under the command of Lieutenant Irwin, left St. Augustine on Wednesday morning, the 18th day of May, and arrived at St. Joseph's the evening of the same day, when they found that the corn-



house and negro-houses had been burnt by the Indians, which of course must have been the fire seen by them on the 14th instant—for on their arrival at Mr. A. Dupont's place, on their way to St. Joseph's, on the 18th instant, none of the buildings on that plantation were burnt; that St. Joseph's was occupied previous to this, and for a considerable time, by the troops in the service of the United States, and from which the mounted men were supplied with corn and forage; and on that account he verily believes the Indians destroyed and laid waste the whole of the buildings on that plantation.

ANTONIO PELLICER.

Subscribed and sworn to before me, this 16th day of November, A. D. 1838.

GEORGE L. PHILLIPS,

*Justice of the Peace.*

DISTRICT OF EAST FLORIDA :

I hereby certify, that George L. Phillips, Esq., before whom the foregoing affidavit was made, is, and was at the time of signing the same, a justice of the peace for the county of St. John's.

Dated at St. Augustine, November 19, 1838.

ROBERT RAYMOND REID,

*Judge Superior Court, Dist. East Florida.*

---

No. 30.

ST. AUGUSTINE, May 16, 1838.

I hereby certify, that the forage which I should have to forward, as acting assistant quartermaster at this post, to Camp Brisbane, the plantation of General Hernandez, at the head of the river Matanzas, for the use of the mounted force, wagon train, and other horses of the left wing of the army under General Eustis, in 1836, while that place was occupied as a military post, and garrisoned by a part of Colonel Brisbane's regiment of South Carolina volunteers, would have been at least 2,000 bushels of corn and 112,000 pounds of hay, which would have cost the Government not less than \$4,000 for the corn and \$2,240 for the hay, none of which was sent, General Hernandez having a sufficient quantity of corn and fodder on that plantation, and which he furnished for the public use, as stated in a former certificate on the subject. It is my opinion that Colonel Goodwin's regiment, consisting of upwards of 900 mounted men, must have subsisted at least four days on the corn belonging to that plantation; and, with what was used for the horses of the wagon train of Colonel Brisbane's regiment of foot, officers and express riders' horses, I believe must have amounted to upwards of 1,500 bushels of corn, which could not have been bought and sent to that post for less than \$3,000.

In addition to the corn used by the horses, as above stated, it is understood that some was also used as hominy for the troops, and a quantity also thrown out of the house, to make room for the sick.

I also certify, that, but for the use of the buildings at that place, the Government would have been put to considerable expense in constructing storehouses and quarters for the men stationed there.

L. B. WEBSTER,

*Captain 1st Reg. Art., late A. A. Q. M.*



## VIEWS OF THE MINORITY.—JOSEPH M. HERNANDEZ.

JANUARY 26, 1843.

Committed to a Committee of the Whole House to-morrow.

Mr. TOMLINSON, from the minority of the Committee of Claims, made the following

## REPORT :

*The minority of the Committee of Claims, to which committee was referred the memorial of General Joseph M. Hernandez, report :*

That the memorialist claims remuneration from the Government of the United States, for certain losses alleged to have been sustained by him, by the destruction of his property on his plantations in East Florida, in the year 1836, by the hostile Seminole Indians.

Claims for remuneration for losses inflicted by a public enemy have been represented by individual citizens, and the subject has consequently become familiar to those who have been called to examine and provide for them.

Certain principles have been established, which have their foundation in the great code of public law, and which may now be said to be incorporated into our own practice, and have furnished precise and distinct rules by which cases of this description are to be examined and adjudged.

Since the formation of the Government, the doctrine that the nation is to compensate all losses sustained by the citizen from the public enemy has been distinctly repudiated. No such obligation is imposed upon the Government by any system of law, and no nation has ever assumed its existence.

In a public war, every citizen is an object of hostility to the common foe, and must submit to those inconveniences, losses, and dangers, to which he, in common with every other individual in the community, is exposed.

There must exist other and more precise grounds upon which these claims for compensation from the public Treasury must rest. The most obvious and best established of these distinct grounds is, that when the private property of the citizen has been taken and used by the nation for the common purposes of all, and in consequence of such employment it has been destroyed or endamaged, the nation is bound to make good the loss. Cases of this description are as various in their peculiar circumstances, as they are uniform in the recognition of the general principle. Where horses or wagons, vessels, or any other description of property, have been impressed into the public service, such exercise of the supreme power necessarily carries with it the obligation to pay for the use of the articles



thus taken, and in case of loss, to remunerate the owner. So when provisions, the property of the private citizen, are imperatively required for the sustenance of the troops of the United States, when their crops are taken from the ground and appropriated to this object, when their buildings are taken possession of, and occupied as barracks for the habitation of the troops, as hospitals for the reception of their sick or wounded, or as places for defence against, or attacks upon, the common enemy—in all these cases the same general principle involves the obligation of compensating for the use and remunerating for the loss of property thus taken and consumed or destroyed in the public service.

The principle upon which this obligation rests was in the early history of our Government deemed so sacred and so just, that it was incorporated into one of the amendments to the Federal Constitution, where it is in terms provided, that no private property shall be taken for public use without just compensation. Independently of the special cases in which the general principle has been made the foundation of its action by the Government of the Union, it is embodied in and carried out much in detail in the act of Congress of 9th of April, 1816, (3 Story, 1542.) By that act, provision was made for horses, arms, property of every description impressed, and houses and buildings occupied as places of military deposite. The provisions of this statute were somewhat modified by the subsequent act of March 3, 1817, (3 Story, 1651,) while by a special section its benefits were extended to those cases of property lost, captured, or destroyed, in the wars with the Indian tribes, &c.

This act of Congress was not designed to introduce, nor did it, in fact, introduce any new or novel principle of law. It recognised the existence of a subsisting obligation and a subsisting right; and its particular object was, to provide a general mode of administering the relief to which the citizen was entitled. It obviously was not the design of Congress, in these acts, to limit or restrict the great fundamental principle which lies at their foundation, or to confine to any specified cases the general constitutional provision to which reference has been made. Nor did the contemporaneous exposition of these statutes exclude from their beneficial operation all cases which were not brought within the letter of their enactments. Although the ministerial officers of the Treasury Department, to whom was confided the execution of the law, were not considered as authorized to extend these provisions to cases which, in their judgment, were embraced by their spirit, although not comprehended within the terms employed, yet Congress itself distinctly and unequivocally repudiated the idea that such cases were therefore remediless.

In a report from the Committee of Claims, submitted to the House of Representatives on the 8th of January, 1834, in the case of the heirs of Sewell, this subject is discussed with equal ability and fairness. After a clear and distinct statement of the evidence then before it, the committee say: "From this mass of testimony, it clearly appears that the property for the loss of which compensation is asked was almost continually in the public use and occupation, at and about the period of its destruction by the enemy. Its abandonment, one or two days before, was not with the view of restoring it to its private character, but for the purpose of defending a neighboring point, threatened, at the moment, with more imminent danger. It was not in the power of the troops of the United States to put the owner into quiet and peaceable possession thereof, because it is proved that, from the time



of the houses being left by the troops, and their destruction by the enemy, the 'enemy had entire possession of the waters of that vicinity,' and consequently would have been justified, by the laws of civilized warfare, in burning them at any moment. If the enemy had withdrawn from that section of country, and relinquished the temporary possession which they held over it, and the power and control of the United States had been clearly restored and retained, then, in order to justify the enemy, on their return to said vicinity, in burning said houses, it should have been shown that, after the power of the enemy over them had been abandoned, they had been again appropriated to public use." "But the committee deem such proof unnecessary, since, in the light they have viewed the evidence, they are of opinion—

"1st. That the property of the petitioner was appropriated to the public use and occupation by competent authority;

"2d. That said property was not abandoned by the American troops before its destruction by the enemy, with the *bona fide* intention and design of restoring to it its private character; and

"3d. That, if such was the design of its abandonment, it was frustrated by the fact, that, from the moment of its abandonment to that of the destruction of the property, the dominion and power of the enemy over it was complete and continuous.

"That the public use and occupation of this property was the *cause* of its destruction by the enemy, is clearly proved, &c., and also by the testimony of one or two other witnesses, who state that these were the only buildings along the river that were so destroyed, although it was in the power of the enemy to have burnt every dwelling on it."

The act which was passed upon the recommendation of the committee in the case of the 30th June, 1834, (9 Laws U. S., p. 156,) places it upon the same ground. The compensation is made, not because the property destroyed was at the time in possession of the troops of the United States, but, as the language of the statute reads, it was destroyed by the enemy "because of its occupancy by the United States troops."

It has been thought advisable to refer thus in detail to the case of the Sewells, because it was one which received the fullest consideration and the most deliberate action of Congress. The claim had been presented to the accounting officers of the Treasury, and by them rejected, on the ground that the occupation of the premises by the troops of the United States having terminated before the act of destruction by the enemy, the case was not embraced in the provision of the general law upon which they were adjudicated. Congress, however, while concurring in their construction of the precedent acts, disavow it as a rule by which its own obligation is to be measured, and declare that where such occupation is shown to be the moving cause which led to the destruction by the hostile forces, such destruction confers upon the citizen the right to receive full remuneration, and imposes on the Government the corresponding obligation to pay it.

The principles thus declared by the Committee of Claims in 1834, and thus sanctioned by Congress, command our unqualified assent and approval. We recognise in them nothing more than what is recommended by justice, and sanctioned by the express language of the Constitution.

In our opinion, the evidence adduced in support of the claim of General Hernandez fully meets and fulfils all the requisitions thus imposed and recognised. In that case the committee and Congress concurred in the



opinion that "the obligation of the Government to allow just compensation for private property converted to public uses is undeniable; and should the property, during the occupancy and use thereof by the public, or in immediate consequence thereof, be destroyed or taken away by the enemy, the Government is bound to remunerate the owner." In this doctrine we fully concur. The only ground upon which it has ever been rationally contended that the actual occupation by the troops of the Government, at the time of the destruction by the enemy, was a prerequisite to the granting of remuneration, was that the establishment of this fact furnished the most direct and conclusive proof that such occupation was the clear and manifest cause to which the injury might be traced. It might be deemed dangerous to the public to intrust the ministerial officers of the Treasury with a discretionary power so liable to abuse, by authorizing them, in the absence of this distinct and conclusive proof, to infer from general and vague statements, or the conjectures of irresponsible witnesses, what were the motives which operated upon the mind of the enemy in his military movements.

In the legislation by Congress, however, no such danger is to be apprehended; and when the Legislature is satisfied, by whatever means, and by whatever testimony, that the military occupation by its troops, if the property of the citizen was the primary and effective cause of its destruction by the public enemy, the principle upon which the duty to compensate for the loss arises is satisfied, and the obligation becomes perfect and absolute.

In our judgment, every fact necessary to bring the case of General Hernandez within the scope of these principles, and to entitle him to its full benefit, is clearly proved. Without minutely recapitulating all the facts detailed in the voluminous testimony which has been submitted to the consideration of the committee, it may be sufficient to say, that it is fully established by competent and unquestioned witnesses—

That the plantations belonging to General Hernandez were in a high state of cultivation and improvement when the war broke out between the United States and the Seminole Indians in Florida, in the year 1835.

That the troops of the United States, under the orders and command of officers clothed with ample authority, occupied these plantations and the buildings upon them, for the general purposes of defence and attack.

That, while thus in possession, they fortified the buildings, so as to render them defensible against the attacks of the enemy; made them places of deposit for military stores and provisions for the use of the army, and hospitals for the reception of the sick and wounded of the soldiery, and employed them for these purposes.

That after the battle of Dunlawton, in which a small force sustained a severe action with the enemy, and were compelled to retreat with a heavy loss, the crippled troops fell back on these positions, which they were, in consequence of the smallness of their number, again obliged to abandon.

That, on their retreat, they left in pits a large amount of provisions which they had collected—thus still retaining the occupation of the premises for public purposes.

That within a few days after, within as short a time as it could rationally be calculated the Indians would be enabled to advance after the engagement which they had fought, they advanced, took possession of the buildings on General Hernandez's plantation, where the evidence of recent



occupation by the troops was abundantly manifest, and burned and destroyed all which had been appropriated to the use of the army, leaving unmolested those on the same premises, and others in the vicinity, which had not been thus used, and which it was equally within their power to destroy.

That some short time after the premises were reoccupied by the troops of the United States, who continued to hold possession of the same until they again retired, they were followed by the enemy, who again took possession of what the troops had been unable longer to hold, and completed their work of destruction.

That it clearly appears that the property of the petitioner was appropriated to public uses by a competent military authority, that such appropriation was the immediate and effective cause of the destruction which ensued, and that the petitioner is entitled to the relief prayed; and accordingly a minority of the committee herewith report a bill for that purpose.

**A BILL for the relief of Joseph M. Hernandez.**

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That Joseph M. Hernandez be, and he is hereby, allowed full compensation for all damages sustained by him in consequence of the use and of the destruction of his property in Florida, by the militia or troops of the United States, while in their occupancy as military posts, or as depots for military stores, or as barracks for said troops, in the war between the United States and the Seminole Indians.

**SEC. 2.** *And be it further enacted,* That Joseph M. Hernandez be, and he is hereby, allowed full and just compensation for the damage sustained by him by the destruction of his houses and buildings, which were destroyed by the Indians in the war aforesaid, in consequence of such houses and buildings having been occupied by the militia or troops of the United States, for the purposes named in the first section of this act.

**SEC. 3.** *And be it further enacted,* That the Secretary of the Treasury shall prescribe such rules and regulations as may be necessary for ascertaining such damages as the said Joseph M. Hernandez may have sustained in the premises; and, when the same shall have been assessed and ascertained, according to the true intent and meaning of the act, to pay the same to the said Joseph M. Hernandez, or his legal representatives, out of any moneys in the Treasury not otherwise appropriated.

***Abstract of the evidence filed in the case of Gen. Joseph M. Hernandez.***

It appears that General Joseph M. Hernandez was the owner of two plantations in East Florida—one known as St. Joseph's, a sugar plantation; and the other as Mala Compra, a cotton plantation. That they were both occupied and fortified by the militia and troops of the United States, as military posts, until the 28th of January and 2d of February, 1836, when they were temporarily abandoned, in consequence of the defeat at the battle of Dunlawton, and the approach of a numerous and strong force of In-



dians, who, after the withdrawal of the United States troops, immediately took possession of St. Joseph's, and destroyed such buildings as had been occupied by them for purposes of defence and security.

That these plantations were reoccupied by the United States troops on the 20th February, 1836, and some of the remaining buildings, which had not been previously used as places of defence, and consequently were not destroyed by the Indians, were fortified and occupied, and expeditions fitted out against the enemy. That the United States troops were compelled a second time to abandon the plantations; and the Indians, as in the first instance, immediately destroyed those buildings which had been used as places of defence at both plantations.

It also appears that, when the troops first abandoned General Hernandez's plantation, there was a large number of cattle, horses, oxen, and a quantity of corn, sugar cane, fodder, implements, and utensils, the property of General Hernandez, left there; and when they reoccupied it, these animals and articles were found safe and undisturbed, the attention of the Indians being only directed to the destruction of such property as had been actually employed in the war against them. That the troops then called into requisition the cattle, horses, and oxen, and consumed a large part of the corn, sugar cane, fodder, &c., and left the remainder, which the Indians finally destroyed or carried off, when the troops again abandoned the place. That, at the second time when these plantations were abandoned, the Indians were so close upon the troops that twelve negroes were captured, nine of whom escaped on the same day.

The evidence presented in this case is full and comprehensive, and has been obtained under the requisite forms of law, as may be seen by the following abstract:

A. Exhibits an account of the property destroyed and taken at the St. Joseph's plantation, with the value of each article, sworn to by Joseph M. Hernandez.

B. An estimate of the value of the property destroyed and taken at St. Joseph's, sworn to by five witnesses of respectability.

C. An estimate of the value of the plantation articles, the crop of the year 1835, and the probable crop of the year 1836.

D. The affidavits of two witnesses, corroborating and affirming the correctness of the above valuation.

E. The affidavits of the gentlemen who had previously appraised the property for the Union Bank of Florida, and showing the extent of damage done to the St. Joseph's plantation.

F. The affidavits of three witnesses, as to the value of certain articles.

G. An affidavit showing the value of the property of the negroes which was destroyed.

H. Certificate of Colonel A. H. Brisbane, of the South Carolina infantry, showing that St. Joseph's was occupied as a military post by Major Walker, with four companies of his regiment, during a part of February, 1836, and by Captain Parker, with one company, from the period at which Major Walker was ordered off until the 15th March, 1836.

I. Certificate of Thomas Parker, a captain in Colonel Brisbane's regiment, showing that he occupied St. Joseph's on the 25th February, 1836, with his company; that he took possession of a large wooden building on this plantation, the upper part of which was used as a hospital, (one-half of his company being sick with measles,) and the lower stories used for stor-



ing provisions; that he took down a blacksmiths' shop, because it obstructed the arrangement of his military defences; and ordered two negro-houses to be removed, for the purpose of constructing bastions, or to be used as block-houses, to resist any attack which might be made by the Indians, who had shown themselves in considerable bodies in the neighborhood, upon the building he was then occupying.

No. 1. Certificate of Major Drysdale, assistant adjutant general, showing that, in December, 1835, Colonel Sanchez was directed to cause Major Putnam to proceed with a company and take post at Rosetta, the plantation of the Marquis de Fougères, and that St. Joseph's was made a depot, and garrisoned and fortified from the 18th of December, 1835, to the 28th of January, 1836, (29th, by Captain Gibbs's certificate;) and that Colonel Sanchez, with a portion of his regiment, occupied Mala Compra on the 23d of January, 1836, and returned to St. Augustine on the 2d February, when all the plantations and settlements were abandoned to the enemy.

No. 2. The certificate of Benjamin A. Putnam, major of the 2d regiment and 2d brigade of Florida militia, showing that he arrived with his command at Mala Compra on the 18th December, 1835, and went on the same day to St. Joseph's, and on the 20th to Rosetta, and on the 28th to Bulowville; and that he ordered Lieutenant Solana to take post at St. Joseph's, which was fortified; that subsequently Captain Keogh occupied it with his command; and that, on the 23d January, when Bulowville was abandoned, the troops marched to St. Joseph's, which he occupied until the 28th of January, when he retreated to St. Augustine.

No. 3. The affidavit of Kingsley B. Gibbs, captain of the St. Augustine guards, showing that, in the latter part of January, 1836, he was in command of the post at St. Joseph's; and that, on or about the 28th of that month, he received orders to abandon it, which he did on the 29th; that, previous to the abandonment, he had a large quantity of corn, then on the plantation, sunk into pits under two large cattle sheds, for the use of the troops, (by his report to Major Putnam,) intending evidently to reoccupy this position as soon as the force of the country would enable; that, within the last year, he has at several times visited St. Joseph's as a United States officer, and found all the buildings destroyed except one or two negro-houses; and that he believes they were destroyed about the 10th February, 1836, (after the occupation by Colonel Brisbane.)

No. 4. The affidavit of Matthew Solana, showing that, in December, 1835, he commanded a troop of mounted men, and was ordered by Major Putnam to take post at St. Joseph's; that he occupied and fortified the boiling, curing, and engine houses, and a part of the corn-house; that he continued in command until the 1st of January, 1836, when he was relieved by Captain Keogh.

No. 5. The affidavit of James Keogh, that, at the opening of the war, he was a captain commanding a company in the 2d regiment of Florida militia; and, about the end of December, he was ordered to St. Joseph's, to relieve Lieutenant Solana, where he arrived on the 1st of January, 1836, and continued in command until the 15th of January, when he was ordered to report to Major Putnam, at Bulowville; that he found the boiling, sugar, and engine houses at St. Joseph's all fortified, and whilst there he occupied them; that there was a large two-story house filled with corn, a part of which was used for his command.

No. 6. The affidavit of William E. Broadnax, showing that he was em-



ployed as the overseer on the plantations of Mala Compra and St. Joseph's, and that he reached them on the 22d of April, 1836; that the Indians had only destroyed at St. Joseph's such buildings as had been occupied and fortified as military defences; that some of the buildings had been taken down to construct breastworks; that he found two large pits filled with corn, at the place from which the cattle sheds had been removed; that many of the banks of cane in the fields were injured and destroyed by the cattle and horses, from which he would judge that the troops had collected the cattle and horses, and turned them into the cane fields; that he found many of the plantation utensils, and a number of cattle, oxen, and other animals, (which had been in possession of the Indians from the 27th of January to the 25th of February;) that about the end of April he was ordered to remove from the plantations, in consequence of the return of the troops from the field; that, in retiring, the Indians captured twelve negroes, nine of whom escaped; that, on the 14th of May, 1836, on which day Captain Irvin's company of United States troops left St. Joseph's, a large fire was seen in that direction, supposed to be from the corn-house which was burnt by the Indians.

No. 7. The affidavit of James Pellicer, that he was employed as a guide to the army, and accompanied Colonel Butler and his command from St. Augustine to St. Joseph's, and thence to Volusia; that they arrived at St. Joseph's on the 14th of March, 1836, and left the next day; that large quantities of corn were found on the plantation; the troops fed their horses, and carried with them two days' forage, leaving much in the corn-house; that Captain Denny was and remained in command of the post; he knows that, at the time the militia withdrew (viz: about the 29th of January) from the post, General Hernandez had the most of his crop on hand; that his residence was about four miles from St. Joseph's.

No. 8. The affidavit of Bartolomo Solana, showing that he was employed as a guide to a detachment of mounted men; that they arrived at St. Joseph's early in March, 1836, and remained there three days, during which time 160 horses and men belonging to the detachment subsisted on General Hernandez's corn, there being no provisions at the post; that at the time the place was also occupied by a company of infantry, which also subsisted on the corn, and he saw large quantities of corn lying about the ground.

No. 9. The affidavit of Henry Covert, showing that he was frequently at St. Joseph's while it was occupied as a military post by the South Carolina volunteers; he usually acted as a guide, and occasionally was employed as an express rider; that he saw beef killed at the post, and a number of hides lying on the ground and hanging on the fences, and some of the lower rooms of the house filled with corn; that he was frequently in the fields where the fodder stacks were and the cane was banked; that the stacks had been improperly opened, and were damaged, and that the horses were fed from them and the cane banks; that he believes some oxen, and about a thousand horses belonging to the army, foraged at St. Joseph's, on General Hernandez's corn, blades, and cane.

No. 10. The affidavit of Bartolomo Ponce, showing that he was employed as a guide to Colonel Goodwin's regiment of mounted South Carolina volunteers; that they went to St. Joseph's about the third week in March, 1836; that about 600 horses and men, exclusive of the wagon trains, also went there; that the horses were fed with the corn, and the



infantry posted there were ordered to Volusia, and their wagons filled with corn belonging to the plantation; that Colonel Goodwin examined the corn which had been put into the pits under ground, and found it so much damaged that he declined removing it.

No. 11. The affidavits of Theodore Flotard and Venancio Sanchez, merchants and residents of St. Augustine, that, since the commencement of the war, General Hernandez has been compelled to abandon his plantations and bring away his negroes, about 80 in number, and that their hire and labor has not realized him so much as the cost of their support; that they knew these facts, because the money passed through their hands.

No. 12. The affidavit of Dr. S. S. Peck, which shows that, in consequence of the change, some of General Hernandez's negroes became diseased, and many died.

No. 13. Certificate of the clerk of the court, under his seal of office, that the parties before whom the affidavits were taken were authorized to administer oaths.

No. 14. Certificate of the clerk of the superior court of the district of East Florida, showing the character of the witnesses.

No. 15. Certificate of the clerk of the superior court of East Florida, that there is now pending in that court a bill against General Hernandez for the foreclosure of a mortgage on certain real estate and slaves, for about forty-two thousand dollars, (which, with interest, has accumulated to sixty-three thousand dollars.)

No. 16. A schedule and appraisement, made and sworn to by General Hernandez, of his property, and the damage sustained at Mala Compra.

No. 17. The appraisement, made under oath, by nine respectable men, of the value of the property destroyed at Mala Compra.

No. 18. The affidavits of three respectable persons, as to the amount of the damages sustained to an orange grove.

No. 19. The appraisement, under oath, by three respectable persons, of the value of the horses, &c.

No. 20. The affidavit of Colonel Joseph S. Sanchez, of the 2d regiment of Florida militia, that, in the latter part of 1835, he received orders to embody his regiment, and on the 17th December sent a part of it to the south; that they occupied Rosetta, Bulowville, Dunlawton, Carrickfergus, St. Joseph's, and Hartford plantations; that on the 21st of January, 1836, (immediately after the battle of Dunlawton,) a reinforcement was deemed necessary to be sent to the south; that he went with some companies of his regiment, and on the 23d took possession of Mala Compra, and occupied it as his headquarters until the 2d of February, when it was found no longer possible to maintain a force in that section of the country, and he returned with his command to St. Augustine, leaving the country in the possession of the Indians; that he occupied the cotton-house as the principal place of defence, and for that purpose had boards ripped off, and loopholes cut, and made such other alterations as would better adapt it to his object; that on the 1st of January, 1837, he was ordered by Colonel Crane, of the United States army, to proceed with some companies, and scour the country to the south. In carrying out this order, he visited St. Joseph's, and found but one negro-house standing, the remainder having been burnt. At Mala Compra he discovered the cotton-house had been consumed, and he believes the destruction took place because they had



been used as fortifications. All the other buildings were in a state of ruin and dilapidation.

No. 21. The affidavit of John M. Hatson, that, in the year 1837, he was a captain, commanding a company of Florida mounted volunteers; that he was frequently at Mala Compra; that, on his first visit, he found that the cotton-house had been burnt down, and, as he believes, by the Indians, in consequence of its having been occupied as a place of defence; that the dwelling-house had several windows broken, and the sashes taken out—the doors were open, and horses had been inside, which had the appearance of a stable, and was much injured; that the other buildings appeared in an equally ruinous condition.

No. 22. The affidavit of John R. Andrews, that, in the beginning of 1837, he was a lieutenant in Captain Levy's company of Florida volunteers; that, in February, 1837, he was sent with a detachment of troops to take supplies to Mala Compra, for the use of the troops that had been ordered there; that he found the cotton-house had been burnt down, and he believes by the Indians, in consequence of its having been occupied as a place of defence; that the dwelling-house had several doors out and windows broken open, and was much injured; that all the other buildings were in an equally ruinous condition, and some totally destroyed.

No. 23. The affidavits of Ramon Sabate, George Wilkinson, and Robert Campbell, that, during the time they were in the service of the United States as volunteers, they were ordered to Mala Compra, and that they found that the cotton-house had been burnt, the dwelling-house in a state of ruin and dilapidation, and the negro-houses torn down and destroyed.

No. 24. The certificate of the clerk of the court, under his seal of office, that the persons before whom the affidavits were sworn were authorized to administer oaths.

No. 25. The certificate of the clerk of the district of East Florida, of the good character of the witnesses.

No. 26. The affidavit of Joseph S. Sanchez, that he remained in occupation of Mala Compra some days after Major Putnam's command had been withdrawn from St. Joseph's, protecting the removal of the negroes of the neighboring plantations; and that, soon after he returned to St. Augustine, a very considerable fire was seen in the south, which, from information received at St. Augustine on the 10th February, 1836, proved to be the sugar works at St. Joseph's, believed to have been burnt by the Indians on account of having been fortified by the troops.

No. 27. The affidavit of Major Benjamin A. Putnam, showing that Colonel Sanchez remained at Mala Compra a few days after he left St. Joseph's.

No. 28. The affidavit of Major Kingsley B. Gibbs, showing that the destruction of the sugar works at St. Joseph's took place before the 10th February, 1836.

No. 29. The affidavit of Antonio Pellicer, that he was employed as a guide, and visited St. Joseph's May 8, 1836; that they had an engagement with a party of Indians in the neighborhood of St. Joseph's, and killed two of them, and returned to St. Augustine; that he went out again, with another detachment, on the 12th May, 1836, and went to St. Joseph's; that on the 14th May, when returning to St. Augustine, they saw a large fire to the south; that another detachment went to St. Joseph's on the 18th May, and found that the corn-house and negro-houses had been burnt



by the Indians; that St. Joseph's was occupied previous to this, and for a considerable time, by the troops of the United States, and from there the mounted men were supplied with corn and forage; and on that account, he verily believes, the Indians destroyed and laid waste the whole of the buildings on that plantation.

No. 30. The certificate of Captain L. B. Webster, of the United States army, and acting assistant quartermaster, showing that no forage was sent by him to Camp Brisbane (the St. Joseph's plantation) for the use of the mounted force, wagon trains, and other horses, of the left wing of the army under General Eustis, in 1836, because there was a sufficient quantity on that plantation; and that, but for the use of the buildings at that place, the Government would have been put to considerable expense, in constructing storehouses and quarters for the men stationed there.

No. 31. Senate document No. 196, 3d session 25th Congress, contains the affidavit of John S. Williams and the certificate of Captain A. Canfield, of the United States army, showing that the Indians only destroyed the property which had been occupied and fortified.

No. 32. Senate document No. 130, same session, is the report of the Committee of Claims on the case of General Hernandez, and the bill which passed the Senate at that session.

No. 33. Senate document No. 195, same session, is the report of the Committee of Claims of that body on Florida claims in general.

No. 34. The bill which passed the Senate, at the 1st session of the 26th Congress, for the relief of General Hernandez.

No. 35. A letter from General Hernandez, enclosing an additional account for buildings taken down and destroyed by the troops of the United States.

No. 36. The account referred to in the above letter, and not included in the former accounts.

No. 37. A letter from the Third Auditor, enclosing testimony of the value and taking of the property.

No. 38. The certificate of Major G. W. Walker and Captain George Henry, of the 1st regiment South Carolina volunteers, that the property was taken, and what use was made of it.

No. 39. The certificate of Captain Thomas Parker, of Colonel Brisbane's regiment of South Carolina volunteers, showing the taking and pulling down of the houses charged in the account.

No. 40. The appraisement, under oath, by James Pellicer and John T. Williams, of the property specified in the account.