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**APPENDIX**  
**TO THE**  
**JOURNAL**  
**OF THE**  
**SENATE.**

EXECUTIVE DEPARTMENT,  
Tallahassee 26th January, 1841. }

*To the Honorable the Senate  
of the Legislative Council of Florida :*

I herewith transmit to you the Report of the Auditor of Public Accounts, for the year 1840.

The Auditor has been recently appointed to office and labors under such disadvantage in making his Report in consequence of the absence of the Treasurer, which is occasioned by a family affliction.

ROBERT RAYMOND REID.

The Auditor of Public Accounts has the honor to make to his Excellency the Governor his Annual Report for the year 1840.

Exhibit No. 1 will shew that there has been paid into the Territorial Treasury on account of Auction Tax for the last year the sum of \$3,448 54

And on account of arrears of Auction Tax, and Revenue for the year 1839 the sum of 2,578 75

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\$6,027 29

By the last settlement with the Treasurer there was remaining in the Treasury on the 26th day of December 1839, the sum of 312 43

Six thousand three hundred sixty-nine dollars seventy-two cents, \$6,369 72

But as the Treasurer is at this time absent, (from domestic affliction) I am not able to report an annual settlement with him, so as to show the amount now remaining in the Treasury or what amount of Treasury warrants have been paid off since the last annual report. So soon as he returns, which is daily expected, the proper settlement will be made and reported.

There appears to have been issued of Auditor's warrants, since the last report, the sum of (\$10,294 36) ten thousand two hundred ninety-four dollars and thirty six cents, and that there were outstanding by the last Auditor's report, the sum of (\$7,656 93) seven thousand six hundred and fifty six dollars ninety three cents.

But until a settlement is had with the Territorial Treasurer, I am unable to report what amount has since been paid, and consequently the amount now due and outstanding.

The amount must necessarily be large, as no revenue was assessed or collected last year, and the sum paid into the Treasury on account of Auction Tax and arrears of last year, 1839, as will be seen, was small, proportioned to the demand of Treasury, particularly for the expence of prosecuting criminals.

A large amount of Auction Tax reported to be due would have been paid, but for want of the receipt of the Treasurer, and has been withheld until his return.

All of which is respectfully submitted  
by your obedient servant.

JOHN MILLER,

Auditor Public Accounts for Territory of Florida,

To his Excellency

ROBERT RAYMOND REID.

January 18, 1841.

**EXHIBIT No. 1.**

*A Statement showing the Amount Returned on Auction Tax and the Amount paid into the Treasury on Tax, and arrears of Auction Tax and Revenue for last year, since the last Auditor's Reports, and Amount paid on Orphan Funds.*

Amount Auction Returns, 1840.					Arrears Revenue.					
Auctioneers.	Counties.	Am't. Ret'd.	Am't. Paid.	Am't. Due.	Arrears Ac't Tax.	T. Collectors.	Counties.	Am't. Paid.	Am't. Due.	Am't. O. F.
R. J. Hackley,	Leon County,	2432 10	2235 60					1052 19	1006 87	196 50
A. M. Alexander,	"	143 10	143 10					14 27	16 04	
F. B. Whiting,	"	5 50		5 50						3 88
E. W. Dorsey,	"	77 77	34 92	38 97						
E. Byrd,	"	54	54					1 10		
W. Monroe,	Gadsden,	43 18	43 18			H. Stephens,	Hamilton,	181		5 47
J. H. Parker,	Jackson,	18 80	18 80			Jessee Carter,*	Alachua,	250	4659 77	
H. Michilet,	Escambia,	376 24	353 64	22 60		J. M. Stuart,	Hamilton,	43 38		
Jos. Foster,	Franklin,	32 52	32 52			C. Harris,	Gadsden,	110 44		
Rob't. Myers,	"	411 02		411 02		W. R. Taylor,	Jefferson,	913 50	50	
J. M. Palmer,	Jefferson,	2 51		2 51		J. L. Hart,†	Leon,	12 87		119 50
J. L. Phillips,	St. Johns,	50 86	11 58	39 28		D. McCloud,	Walton,		110 70	
R. D. Fontane,	"	346 77	212	134 77				2578 75	5863 38	1477 98
W. Killgore,	Hillsborough,	1 30	1 30							
W. H. Wall,	Mource,	293 49	47 52	243 63						
C. M. Wells,	"	27 25								
J. A. Thouron,	"	47 76		47 76						
J. B. Brown,	"	122 89	122 89							
A. C. Teft,	"	57 94		53 19						
A. T. Teft,	"	134 73	132	7 65						
A. Patterson.	"	58 95								
		4685 22	3448 54	1006 88						

\* Collection resisted.

† Amount as per former Report.

JOHN MILLER, Auditor Public Accounts, Fla.

## EXHIBIT No. 2.

*A General Statement shewing the aggregate of Auction Tax and Arrears of Revenue and the Expenditures of the Territory, under their respective heads, for the year 1840.*

	Dr.
Expenses State Convntion,	173 00
Do. prosecuting criminals, Western District,	3,826 55
Do. do. do. Middle do.	1,246 65
Do. do. do. Apalachicola do.	1,718 13
Do. do. do. Eastern, do.	1,332 87
Do. do. do. Southern do.	266 62
Do. Executive Department,	800 00
Do. Treasury do.	1,542 00
Do. Collecting Revenue,	1,454 05
	\$12,360 60
	Cr.
By balance in the Treasury, 26th Dec., 1839,	342 43
By amount received on Auction Tax, 1840,	8,448 54
By amount received on arrears of Auction Tax and Revenue, 1439,	2,578 75
By Fines and Forfeitures,	1,558 10
By balance Auditor's Warrants issued,	4,432 78
	\$12,360 60

AUDITOR'S OFFICE, January 18, 1840.

*To His Excellency Robert Raymond Reid, Esq.*

Sir,—Annexed is a list of Auctioneers that have tendered payment, but in the absence of the Treasurer cannot obtain receipts for commissions on auction sales:

R. J. Hackley, Leon County.

E. W. Dorsey, " "

F. B. Whiting, " "

A. M. Alexander, " "

B. Byrd, " "

Rob't. Myers, Franklin County.

John M. Palmer, Jefferson "

R. D. Fontane, St. Johns "

Respectfully,

Your obedient servant,

JOHN MILLER,  
Auditor Public Accounts.

EXECUTIVE DEPARTMENT, }  
Tallahassee, January 11th, 1841. }

*To the Honorable the Senate  
of the Legislative Council of Florida.*

I herewith transmit to you a "statement" of the condition of the Union Bank, just received from John G. Gamble, Esq., the President of that Institution.

ROBERT RAYMOND REID.

COPY.

UNION BANK OF FLORIDA, }  
Tallahassee, Jan. 5th, 1841. }

Sir:—I herewith enclose a statement of the condition of this Bank, as on the 1st January, 1841. Also a list of names of Stockholders of the Bank, who are proprietors of 20 shares and upwards.

Very respectfully,

Your ob't. serv't.

JOHN G. GAMBLE, Pres't.

To Robert Raymond Reid, Esq. Governor of Florida.

# STATEMENT

OF THE

## UNION BANK OF FLORIDA,

On Friday Morning, January 1, 1841

		Dr.
Stock Notes discounted,	\$1,902,159 23	
Do. in suit,	8,302 00	
	—	1,910,461 23
Notes and Bonds discounted,	968,824 62	
Do. in suit,	388,138 07	
	—	1,356,962 69
Bills of Exchange returned protested,	106,790 05	
Do. in suit,	21,778 57	
	—	128,568 62
Territorial Bonds unsold,	704,000 00	
Florida 8 per cent. Bonds,	50,000 00	
	—	754,000 00
Premium on Bank Stock,		3,801 00
Protested Account,		693 49
Interest on Post Notes, due in 1841,	13,227 86	
Do. do. do. 1842,	11,986 17	
	—	25,214 03
Due by Banks and Agents,	163,118 48	
Agency at St. Joseph,	93,406 00	
	—	256,525 28
Cotton Account,		4,664 53
Real Estate in Tallahassee,	25,169 90	
Real Estate in St. Joseph and Jackson County,	59,185 32	
Real Estate in Richmond, Virginia, in trust,	9,971 84	
	—	94,327 06
Cash Ballance, Specie,	2,022 88	
Notes of other Banks and Corporations,	19,528 00	
	—	21,550 88
	—	Dollars, 4,556,768 81

		<b>Cr.</b>
Capital Stock,	\$3,000,000 00	
Cash Stock,	143,700 00	
	<hr/>	3,143,700 00
Due to Banks and Agents,		364,193 15
Bills Payable,		33,455 27
Post Notes issued payable in 1842,		216,154 71
Bank Bonds payable in New York, 1841,		25,000 00
Deposites, including Certificates,		184,337 69
Circulation,		365,111 00
Sinking Fund,	330,962 12	

## LESS,

Interest upon \$497,000 of Bonds of the Bank issued in 1837, and loss on exchange in remittance to pay principal and interest of the same; also, loss on exchange in remittances to pay interest of Territorial Bonds: also, discount on sales of \$476,333 33 of Post Notes of the Bank of the U. S., all of which should have been charged in the annual statements for January, 1839 and 1840; besides the sums then charged,\*

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100,847 02

Which will reduce the Sinking Fund to the sum of

230,115 10

Discount Account, \$216,901 16

Incidental expenses, 32,638 00

In't. on Territorial bonds, 137,760 00

Do. Bank do. 7,727 76

Loss on cotton shipped to pay interest & exchange thereon, 44,073 51

222,198 27 5,298 11 224,816 99

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Dollars, 4,558,768 81

\* The items here referred to were included in the account of John G. Gamble, Agent, which was not adjusted until after January, 1840.

ON FEBRUARY 1841  
 RECEIVED OF  
 THE BANK OF  
 THE STATE OF  
 FLORIDA  
 THE SUM OF  
 ONE HUNDRED  
 AND FIFTY  
 DOLLARS  
 PAID TO  
 THE ORDER OF  
 HENRY L. RUTGERS  
 ASSISTANT CASHIER  
 OF THE BANK OF  
 THE STATE OF  
 FLORIDA  
 BY  
 A. SPENGLER  
 JUSTICE OF THE PEACE  
 IN AND FOR  
 THE COUNTY OF  
 LEON

There are arrears of interest due the Bank upon Bonds and  
 Notes in suit, and other papers lying over under protest, exceed-  
 ing in amount \$110,000, which added to the above sum of  
 \$224,816 99 would make the Sinking Fund \$334,816 99.  
 R. L. RUTGERS, *Assistant Cashier.*

TERRITORY OF FLORIDA, }  
 County of Leon.

Personally appeared before me, a Justice of the Peace for  
 the County aforesaid, Henry L. Rutgers, Assistant Cashier, o  
 the Union Bank of Florida, and made oath that the above state-  
 ment is correct, to the best of his knowledge and belief.  
 Given under my hand and seal, this fifth day of January, 1841.  
 A. SPENGLER, *Justice of the Peace.*

EXECUTIVE DEPARTMENT, }  
Tallahassee, 25th January, 1841. }

*To the Honorable the Senate  
of the Legislative Council of Florida.*

I herewith transmit to you the statement of the condition of the Southern Life Insurance and Trust Company, just received from Geo. Field, Esq. the President of that Institution.

ROBERT RAYMOND REID.

SOUTHERN LIFE INSURANCE AND TRUST COMPANY, }  
Tallahassee, January 22d, 1841. }

*To his Excellency  
Robert Raymond Reid.*

SIR:—I transmit herewith the annual statement of the condition of this Company. A little delay has unavoidably occurred in consequence of the difficulty of communicating between its various offices.

At the date of the last annual report, this company stood almost alone, in the Southern country, in its policy of paying coin for its notes and obligations on demand. Conscious of the justice of this course, and desirous of sustaining as far as practicable, the credit of the Territory abroad, and by its example and influence to induce resumption on the part of others, the Trustees hesitated at no effort or sacrifice in their power, to maintain the character which they claimed for the Institution, and to which they felt themselves justly entitled.

Notwithstanding the liberal facilities afforded by this company to its dealers, in furnishing exchange, and the indulgence granted to its debtors, such had been the credit of the Institution at the North, in consequence of their manner of doing business, it was not doubted, that either by sale or hypothecation of its bonds guaranteed by the Territory, (of the use and full credit of which, they could not expect to be deprived, having strictly complied with the requisitions of their charter) and by a like use of the \$50,000 of Territorial Bonds received for a loan negotiated by your Excellency, they would be enabled to meet all their engagements. Nor will it be contended in view of the then immediate liabilities of this company, that such expectation was not well founded. The most extraordinary character of the report, however, of the Judiciary Committee of the popular branch of the last Legislative Council, and the subsequent action of that branch upon it, had the effect of defeating every attempt at negotiating on any thing like fair terms, not only the \$400,000 of bonds guaranteed by the Territory, (and for which guarantee abund-

ant security, as required, was given,) but also the \$50,000 loaned to the Territory, for a part of which, New York funds were paid. Nor was this all. The company, unable to resist the influences thus operating to its prejudice, could not make its own credit available.

A general and fatal distrust of all Florida securities arose in the money markets, and as the engagements of the company in New York matured during the summer, they were compelled on some of them to suffer protest.

Anxious, if possible, still to sustain themselves and meet the just expectations of their creditors, an earnest appeal was made to the Northern Stockholders who had originally paid in about two thirds of the capital. They were made familiar with the situation of the company, and the immediate causes of our inability to meet engagements, and were urged to lend us 200,000 dollars, either in money or credit, a sum deemed amply sufficient to place the company upon high and independent ground. It was feared by the Stockholders to whom the circular was addressed, that the same unlooked for measures, on the part of the constituted authorities of the Territory, which had operated so seriously to our prejudice heretofore, might be continued, and thus *this* attempt proved fruitless. They had through the medium of this Company, invested much money in Florida, and without some better assurance than the undersigned felt authorised to give, that the company would be permitted to enjoy its chartered rights in quiet, so long as they acted in good faith, they were unwilling to invest more.

Anxious to relieve ourselves as far as possible, an effort was made which, in most cases, proved successful, to get indulgence on a portion of the amounts protested, by paying the balance, which was done. And in New York, where our credit had suffered most, our efforts tended in a considerable degree to restore it, not however, to a sufficient extent, to bring relief from all our engagements; and until some favorable action of the Council, which shall tend to wipe away the stain cast upon the credit of the Territory, and thus enable us to dispose of the \$175,000 of bonds, necessity will force us to a rigid curtailment, to meet the expectations of your Excellency. It will readily be perceived, by reference to the report herewith, that the securities in bonds held by this company (if made available by a restoration of their credit, so far as it may depend upon the faith of the Territory,) will be sufficient to render unnecessary any pressing measures against their debtors.

The present circulation, and other immediate liabilities of the company are not large, compared with its assets, a sufficient amount of which, it is hoped to make available to meet the lia-

bilities abroad as they mature. Our policy has *not* been to *expand*, nor to contract faster than seemed compatible with the safety of our debts, and particularly as collections could only be made in the notes of Banks which neither gave specie or exchange.

Our first object has been to do justice to our creditors. If other Institutions have succeeded in this better than *we have*, then it may be proper to institute comparisons between us, unfavorable to this Institution. If "serious doubts are entertained of the solvency" of *this company*, the undersigned is unable to perceive reasons for such doubts, which would not apply with at least as great force to the other Banks of the Territory.

The Trustees have loaned no money at any time, to such as they did not think able and willing to pay according to agreement. They have sometimes, like others, been deceived in this, but claim for themselves, the ability to profit by experience.— They have constantly aimed to have their doings characterized by the *strictest impartiality*, looking always carefully to the pecuniary ability of the applicants, and to the nature of the security offered.

The Trustees are well aware of the disadvantages under which they labor at a time, when the patience of nearly every sound business man in the community, has been exhausted by the continued suspension of the Southern Banks. They know, too, how delicate a thing the credit of a Bank is, and how easy it is by a *single expression* to injure it.

Aware of the high obligation and necessity that exists to resume specie payments as soon as practicable, the Trustees will do all in their power, consistent with a due regard for the interest of their debtors, to bring about so desirable a result. To regain the same flattering confidence which has heretofore been extended to them by the citizens of the Territory, and to merit its enjoyment will be their constant aim.

All of which is respectfully submitted.

GEO. FIELD, President.

## STATEMENT

*Of the condition of the SOUTHERN LIFE INSURANCE AND TRUST COMPANY, compiled from returns of the Apalachicola Office of fifteenth current, returns from Tallahassee, St. Augustine and Jacksonville Offices, and from Agency at New York, to the 1st day of January, 1841.*

## RESOURCES.

Notes and Bills discounted,		774,782 49
Amount due on Bonds and Mortgages,		659,961 23
Suspended Debt,		15,305 23
Loans on collateral security payable on demand,		29,158 17
Bonds including \$25,000 loaned to the Territory on Territorial Bonds, and yet unsold,		47,000 00
Bonds guaranteed by the Territory and remaining unsold,		150,000 00
Bonds of Union Company and Union and Potomac Company of Maryland and Virginia, [This amount is amply secured by mortgages on real estate in New York, Maryland and Virginia.]		87,622 48
Balances due from sundry Agents, Banks, Branches, &c. other than Branches and New York Agency of this Company,		47,884 01
Balances for advances on account of cotton at Apalachicola,	52,163 42	
At Tallahassee,	26,502 92	
		78,666 34
Bank Stocks,		26,045 00
Real Estate, including two Banking Houses and Lots,		21,016 96
Personal property in five offices,		6,099 11
Overdrafts—Aggregate am't. at all the Branches due from 20 individuals,		20,160 51
Profit and loss, including all losses in negotiating Bonds, and after paying all expenses to January 1, 1841,		61,972 81
Cash—Bank Notes of other Banks,	30,217 00	
Specie,	3,010 89	
		33,227 89
		Dollars, 2,058,902 23

## LIABILITIES.

Capital Stock,	897,075 00
Due to sundry Banks and Branches, other than Branches of this Company,	18,090 32
Deposits to apply to discounted paper past due,	16,608 22
Certificate account for deposits,	22,281 73
Certificates issued to the Union, and Union and Potomac Companies,	82,762 25
Deposits due to individuals,	106,903 75
Dividends unpaid,	972 50
Bonds issued by this Company, payable in 1865, bearing five per cent. interest, and guaranteed by the Territory,	400,000 00
Bills payable at Agency in New York in the year 1841,	253,692 95
Other obligations of this Company for loans,	137,079 91
Notes of this Company in circulation,	111,595 00
Resulting balances, being items of accounts of the several offices <i>in transitu</i> ,	11,904 60
Dollars,	<u>2,058,902 33</u>

It may be proper to remark that some interest is due from the Company on loans; but it is believed the interest earned and due the Company, not embraced in foregoing, is at least equal in amount.

J. WILLIAMS, *Cashier.*

GEO. FIELD, *President.*

TERRITORY OF FLORIDA, }  
Leon County. }

TALLAHASSEE, January 22, 1841.

George Field, President, and John Willirms, Cashier, of the Southern Life Insurance and Trust Company, being duly sworn, depose and say: that the above statement of the condition of the Southern Life Insurance and Trust Company is just and true according to the best of their knowledge and belief.

A. SPENGLER, *Justice of the Peace.*

to Indiana a has ... DOCUMENTS ... ACCOMPANYING THE REPORT OF THE

COMMITTEE ON CLAIMS.

to ...

EXTRACT

From Governor Call's Message to the Legislative Council at the Session of 1839.

Since the last session of the Legislative Council, our frontier settlements have been greatly harrassed by the marauding bands of the enemy, notwithstanding the formidable and well appointed force employed by the Government in prosecuting the War, and in defending the frontier, the struggle with the Seminoles still continues with all the appalling incidents of savage Warfare. During the last summer, numerous and distressing instances occurred, in which whole families were murdered by the midnight attacks of the enemy. The frontier inhabitants were kept in a state of perpetual danger and alarm, and although the troops of the Government were actively employed in their defence, it became necessary in the opinion of the Executive, on the urgent application of the people and the officers of the exposed districts, to order a portion of the Militia into service. In Middle Florida these troops have been recognized by the Government, and most of them have been mustered and paid for their services. But, in East Florida, where a much larger force was employed, the Commanding General did not consider them necessary for defensive operations. In consequence of which the troops called out from the counties of Alachua and Columbia, have not and perhaps will not be paid by the United States. A correct return of the number of officers and men, or of their term of service, has not been received from the county of Alachua. But the officer commanding the Militia of Columbia county, reports a whole regiment to have been in service, amounting in the aggregate to seven hundred and ninety-three officers and men. Whether so large a force was necessary for the defence of the Settlements, is a question which the executive is not prepared to decide, as the scene of operations was too remote to enable him to form a correct opinion on the subject. The laws of the Territory require the Executive, in cases of invasion or insurrection, to order out such portion of the Militia, as he may deem necessary for the defence of our citizens. But relying on the protection of the army,

it was not until repeated outrages had been committed, and a number of lives had been sacrificed, that recourse was had to the local militia for defence. In adopting this measure at a time when the Indians in small bands hovered on the skirts of every settlement, and every inhabitant exposed to massacre, it became necessary to invest the officer in command with discretionary power, in relation to the number of troops to be employed, for the purpose of restoring tranquility, and to ensure the safety of those who were exposed to danger. But, he was specially instructed to employ no larger force than in his judgment, should be absolutely necessary, for defensive operations. The tragical occurrences on that frontier for some time preceeding, and subsequent to the date of this order, demonstrates the propriety of the course pursued. It matters not how numerous may have been the regular force engaged on that frontier, or what may have been its efficiency, gallantry, and enterprize; the unquestionable presence of the enemy, the invasion of the country, and the murder of our citizens at their own threshold, or while engaged in cultivating thier fields, without discrimination of age or sex, is the best proof that sufficient protection was not given by the Army, and that it was necessary and proper that the militia should be called out in the defence of their families and homes. Under these circumstances it appears to me that there should be no hesitation on the part of the General Government in paying the troops thus employed. I am not disposed to encourage an extravagant expenditure of the public treasure, or to ask compensation for services which were never rendered. But, the troops in question having been called into service, consistently with the laws of the Territory, so far as services have been performed I recommend that their claims for compensation be presented in an appropriate memorial to Congress, and that if they should not be paid by the United States, that the Territorial Government promise the necessary compensation.

### EXTRACT

*From the presentments of the Grand Jury of Alachua, &c. Nov. 1840.*

ALACHUA SUPERIOR COURT,  
November, 1840.

The Grand Jurors of the counties of Columbia, Alachua, and Hillsborough, before separating for their homes, take occasion to call attention to such subjects as they deem important to the counties from the body of which they come.

They represent as an act of great injustice, that the volunteers in Alachua and Columbia, called out by an order of the Governor, in the year 1838, still remain unpaid for their services. They allude to the regiment of Col. Robert Brown, and the battalion under Major Isaac Garrison. Both these corps were summoned into service for the protection of this extensive frontier, at a time when the withdrawal of all the United States forces from the interior, and the repeated massacre

which were occurring, rendered it a matter of exceeding urgency, and imperative necessity that they should take the field. They did so at their own expence, under authority of the Executive of Florida, and the laws then and still in force upon the subject, trusting to the pledged faith of the Territory, for their proper and stipulated remuneration. The Grand Jury bear ready testimony to the activity and efficiency of their services, during the spring and summer of 1838, and do not hesitate to declare their conviction that but for the protection afforded by these corps, the whole country East of the Suwannee and West of the St. Johns, *must and would have been abandoned.*

It was a year of great difficulty, distress, and misfortune to the inhabitants, and nothing but the encouragement and support which the efforts of the organised militia produced, sustained and carried the people through that peculiarly trying season, and resulted in the continued occupation of this region of country up to the present time. They ask as an act of justice, due to the brave volunteers of whom they speak, a prompt and early liquidation of their claims, and request the Representatives of their counties to urge the subject to the attention of the next Legislature.

I hereby certify that the foregoing is a true extract from the general presentments of the Grand Jury of Alachua, Columbia, and Hillsborough, at the November Term, 1840, of the Superior Court, this 2d day of January, 1841.

BENNETT M. DELL, Clerk.

I certify on honor, that in compliance with the order of the Governor of Florida, under date of the 26th March, 1838, I proceeded to organise and muster a force for the defence of the county of Columbia, and adjacent frontier. That the adjutant of the regiment, pursuant to my order, proceeded to inspect and muster the following companies, to wit:—those of Captains Martin, Pelot, Sanderlyn, Cason, Roberts, Bryant, Tillis, Hooker, Worth, Johnson, and Migell, that said companies were brought into service on the sixth day of April, and continued in service until discharged by my order in compliance with the order of Governor Call, on the twenty second day of July, of the same year, making a term of three months and sixteen days, with the exception of Capt. Bryant's company, which was discharged by the Lieutenant Colonel in command, on the twentieth day of July. That said companies, while so in service, were constantly in preparation for duty, and obeyed all orders issued by me through their respective officers. That they performed a more arduous and active duty than was performed by the volunteer forces in the service of the United States in 1837, when I was myself in service. Were all the time on the alert, and engaged in a system of scouts. Had several skirmishes with the enemy, and succeeded in a more effectual protection of the settlements than has been employed before or since that period.

I also certify, that such forage and subsistence as could be procured by the Quarter Master, were furnished, and that when it could not be procured by that officer, the men were directed by me to furnish their own forage and subsistence, which they did, upon the express understanding that they should receive therefor, the same price for which they could sell the same articles at the same time, or which they might have to pay for it.

And I further certify that regular reports of the strength and completeness of each company were made at the time of mustering by the Adjutant, and that the regiment provided its own ammunition, arms, and accoutrements for the service. That the muster rolls presented and certified to exhibited a report of the number of men and officers as reported by the Captains of companies; that said companies were actually in service, and under orders for the period designated in the said rolls respectively, and that they are justly and strictly entitled to pay for the said term.

Witness my hand at Columbia county, this fifth day of January, A. D. 1841.

ROBERT BROWN,  
Col. 12th Regiment Florida Militia.

LETTER

From General Eustis to Committee of Citizens,

HEAD QUARTERS, 2D DIVISION ARMY OF THE SOUTH,

Garey's Ferry, 15th April, 1838.

To the Committee of the Citizens of Newmansville:

Gentlemen—Your communication of the 13th inst. was handed to me two hours since by Mr. Knight.

No one can regret more than I do, that the very small military force under my command has been found insufficient to protect the inhabitants of this frontier against the marauding excursions of the Indians; and to enable them to pursue with tranquility their agricultural labors. Such force as was under my control was disposed of according to the best of my judgment to effect that most desirable object. That there has been no mounted force in service on this frontier has not been my fault. My earliest and continued efforts from the day of my arrival here, have been to obtain for the service of the United States two or three companies of mounted Florida volunteers. I have not yet been able to obtain a single company.

I am happy, however, in being now able to say to you that I have received information that several companies of regular troops (two of them mounted) are on the march from the South, and may be expected to reach Micanopy this day. I have already dispatched orders to the commanding officer of these troops, Major Riley, to put all the disposable force, both horse and foot, in motion, to scour the hammocks, and

endeavor to find, dislodge, and destroy all the parties of Indians, who are supposed to be lurking on this frontier between the Suwanee and the head of Black Creek. And now, gentlemen, I call upon the citizens of Newnansville to put their own shoulders to the wheel, by giving to Major Riley every aid in their power, by strengthening his numbers, and furnishing him with guides, scouts and spies.

You state that relief is required in the way of subsistence for the many families assembled at Newnansville, and seem to intimate that you expect me to furnish it.

You surely cannot be ignorant that the business of supplying rations, according to law to the suffering inhabitants of Florida has been taken out of the hands of the commanding officer of the troops, and is placed entirely under the control of the Commissioners appointed by the War Department.

So far as relates to the transportation of supplies necessary for the inhabitants of the exposed part of the frontier, I will with great pleasure instruct the officers of the Quarter Master General's Department to give every assistance which the public service will permit.

With the assurance of my respectful consideration,

I am, gentlemen,

Your humble servant,  
ABR'M. EUSTIS, Brigadier General.

To FRANCIS R. SANCHEZ,  
COTTON RAWLS,  
JAMES PINDARVIS,  
JESSE CARTER, and  
GILES W. ELLIS,  
Committee of the Citizens  
of Newnansville.

COPY

Of a Letter from General Eustis to Major Garrison.

HEAD QUARTERS, 2d DIVISION ARMY OF THE SOUTH,  
Gary's Ferry, April 15, 1838.

MAJOR J. GARRISON, Newnansville,

Sir—I have the honor to acknowledge your communication of the 13th inst. and in reply, being much hurried, I beg leave to refer you to a letter I have just addressed to the committee of the citizens of Newnansville, in answer to a communication from them of similar import to yours.

I am, with respect,  
Your humble servant,  
ABR'M. EUSTIS, Brig'r. Gen'l.

XXIV APPENDIX

I hereby certify, upon honor, to the accuracy and correctness of the following statement, to wit:

The state of this region of country in the spring of 1838, was such as to render it imperatively necessary that the militia of this county should be organized, and called to duty. The regular forces had in a great measure been withdrawn; Indian massacres were of daily occurrence; the trails of the enemy were found in every direction around the settlements, and it became evident to all that without the most prompt and decided measures, the country must be abandoned to the enemy. Being the senior officer of the regiment here, regarding myself authorized by the laws of the Territory, in the then emergency, I ordered a Battalion into service; and directly after, under date of the 9th April, 1838, informed the Executive of what I had done. Shortly afterwards a meeting of the citizens of the county was held at Newnansville for consultation, and a committee appointed to communicate with Brigadier Gen. Eustis, concerning the defenceless condition of this frontier. A copy of the reply of Gen. E. is annexed for the purpose of showing the inadequacy of the means of protection at the command of that officer. After receiving Gov. Call's order of 23d June, 1838, to discharge my battalion from the Territorial service, I consulted with the principal and most discreet citizens of the county as to the propriety of complying with it, and in accordance with their unanimous opinion, sustained as it was by my own judgment, I decided to continue the battalion on duty, reporting my course to Governor Call, under date of July 5th, 1838. The battalion continued upon duty till the 19th September, when the necessity of their longer service being less urgent, they were disbanded by my order.

During all the period of its service the battalion was well organized, and performed constant and active service. The men composing it were all the while under orders, and did even more duty than has been usually required of volunteers mustered into the service of the United States. It was engaged in one regular battle at Santa Fe Bridge with a large force of Indians, and in repeated skirmishes, and by its vigilance and constant scouting, effectually kept off the enemy from the settlements.

If a military corps ever entitled themselves to pay this battalion did, especially as it was called upon duty at a season of the year, which obliged its members to abandon their agricultural pursuits, and composed almost entirely of men upon whose single and unaided labor their families were dependant for support.

J. GARRISON,  
Major 1st Battalion 6th Reg't. Florida Militia.

The undersigned citizens of Alachua county beg leave respectfully to add our testimony as to the necessity and propriety of the course pursued by Major Garrison as detailed in the foregoing statement, in reference to the employment of his Battalion in the spring and summer of 1838. The situation of the country at the time was such as to render it absolutely necessary that a militia force should take the field; and that of necessity continued throughout that spring and summer.

The number of men called into service, so far from being too many for the occasion, was less than the circumstances would have justified.

We add further that the Battalion performed all the while most meritorious service, and was the means of saving this frontier from total destruction and abandonment.

We cannot too strongly recommend their title to a prompt and early liquidation of their claims.

FRANCIS R. SANCHEZ, Col. 6th Reg't. F. M.

A. McNEIL,

THOS. E. BARROW, Sheriff of Alachua County.

JESSE CARTER,

JOHN R. STANDLEY, of Fort Tarver.

GEO. F. OLMSTED, Int. of Town of Newnansville.

LIGHT TOWNSEND,

BENNET M. DELL, Lt. Col. Vol's. in U. S. service.

COPY

*Of letter from Major Garrison to Gov. Call.*

NUNANSVILLE, July 5, 1938.

Dear Sir:—Yours of the 23d ult. has been received by the politeness of Capt. Byrd. I can only say, that I am sorry to be informed, that the money cannot be refunded to me. But if that was all it could be easily got along with, as I should be the only sufferer, and I have got so much accustomed to disappointment and losses, that I am taught to take them patiently.

But when I have to report the heart rending scenes that are daily occurring among my fellow citizens, it bears my spirit down. The brave Capt. Walker is no more. But, he fell honorably in battle, the report of which, I expect you have seen before this. As this battle was about twenty miles below this place, and as the Indians were met, we had flattering hopes that they would not interrupt us. But how quick were these hopes blasted! Mr. Gwinn and his family left Fort Harlee on Sunday 1st instant, and on the 2d the Indians made an attack on him and murdered himself, his wife and children in their barbarous way. One of his sons luckily made his escape to Fort Harlee, and the troops used all their power to find the Indians, but failed. This took place in about ten miles of Nunansville on the Santa Fe.

No country can have a worse feature than Alachua has at this time, and General Taylor is not near this place for me to report to. In that case I feel compelled to keep the battalion in service of the Territory, till further ordered.

With great consideration, I am dear sir,

Your humble servant,

ISAAC GARRISON,

Major commanding, &c.

His Excellency R. K. CALL,



past upon them, that the citizens of Florida have contributed to prolong the war, or have desired its continuance, or been benefited by it. They hail with joy the prospect of an important change in those who are to control and conduct it.

The Grand Jury would present, that a division of the Territory is a subject of great and abiding interest, to the citizens of this part of the Territory, disconnected from the Middle and West, in business, in sympathy and in feeling. They regard a separation from them Territorially as a subject of great concern to the whole of East Florida, and that the assumption of a State Government with the taxes and responsibilities incident thereto, would beget evils and suffering which they are reluctant to encounter.

The grand jury would present numerous instances of a censurable neglect of duty by the justices of the peace, and other judicial officers in this county, and particularly in Jacksonville in not enforcing the laws, by restraining those who, in the most daring and reckless manner, threatens acts of violence and bloodshed. To this neglect, in permitting men armed, and using the most violent threats, to go unchecked for hours and even days, would they attribute, in no small degree, the fatal affray that took place in May last, and which has been brought to their notice at this session. To prevent a repetition of such acts, tending to disorganise society, and jeopardise the lives of unoffending and quiet citizens; those who are by law conservators of the peace, should be required to discharge, faithfully and fearlessly, their duty by imposing a restraint upon all who armed with deadly weapons, threaten violent and murderous assaults upon others, or who threaten in any manner to violate or disturb the public peace. The Grand Jury would present A. W. Crichton, Esq., assessor of taxes for the district of Mandarin, for neglect of duty in making returns of assessments.

The Grand Jury would present the want of a competent jail in the county, as a great grievance, criminals are either permitted to go at large, as the officers are compelled to muster a large force, to guard prisoners while carried forty miles, over a road endangered by lurking Indians, thence to be confined in such a manner as to create the probability of escape.

The Grand Jury would also present the remissness of the Port Wardens for the St. John's Bar, from granting branches to careless or improper persons, the number of wrecks has greatly multiplied, though the bar is not believed to have changed for the worse. The importance of this bar at this time imperatively demands, skilful and faithful pilots. To a few

men is entrusted not only a large amount of property, but life. They have deemed it their duty to call attention to this subject, that a reform may be effected.

The Grand Jury would take this opportunity to tender to his Honor Judge Bronson, their thanks for his lucid and able charge as they were entering upon their duties, and to express their pleasure and approbation of the prompt and efficient manner with which the business of the session has been conducted.

The Grand Jury request that these presentments may be read in open court, and published in the newspapers of St. Augustine, and that a copy be sent to our delegate in Congress, and to the Governor of the Territory.

GEO. FLEMING, Foreman.

J. GUTTERSON, Secretary.

Jacksonville; December 15, 1840.

A true copy from the original now on file in my office.

ISAIAH D. HART, Clerk.

Per D. HIRAM B. HART, D. C.



REPORT  
OF THE  
TREASURER.

TREASURER'S OFFICE,  
Tallahassee, December 23, 1840. }  
To His Excellency

*Robert Raymond Reid :*

Sir—Herewith I have the honor to hand you my account current with the Territory for the past year, shewing all moneys received and disbursed during that period, and leaving a balance in the Treasury of two dollars and eighty-eight cents.

Of the appropriation by Congress of twenty thousand dollars for the erection of Public Buildings in Florida, as shewn by his report of last year, the sum of three thousand dollars was paid over to the former Commissioner, Mr. English; the remainder, seventeen thousand dollars, has been paid since to the present Commissioner, Mr. Baltzell, and each account charged with their respective amounts on my books.

The sum of three thousand two hundred and twenty-eight dollars and fifteen cents received of you on the 5th June last, to pay the interest due on the 1st July last on the one hundred Territorial Bonds sold to the Union Bank and Life and Trust Company, has been applied to the payment of the same, and the interest coupons received from those institutions and placed on file in this office.

There is but little alteration in the balance on hand of the School Land Fund since my last report on the subject, though an account of its present situation will be submitted.

Very respectfully,

Your obedient servant,

T. H. AUSTIN, Treasurer.

*The Territory of Florida in Account Current with Thomas H. Austin, Treasurer.*

**1840.**

	<b>Dr.</b>
To expenses collecting revenue, paid Auditor's warrants,	80 00
To uncurrent notes, paid Auditor's warrants,	25 00
To expenses Indian War, paid Auditor's warrants,	3,411 95
To expenses Treasury Department, paid Auditor's warrants,	1,043 67
To expenses prosecuting crimes Middle District, paid Auditor's warrants,	477 63
To expenses State Convention, paid Auditor's warrants,	580 50
To expenses prosecuting crimes Western District, paid Auditor's warrants,	123 45
To expenses taking census, paid Auditor's warrants,	45 50
To Treasury Notes, amount redeemed,	29 00
To interest account, paid interest on Treasury Notes redeemed,	17 75
To expenses Executive Department, paid Auditor's warrants,	400 00
To expenses prosecuting crimes Eastern District, paid Auditor's warrants,	411 59
To expenses prosecuting crimes Southern District, paid Auditor's warrants,	67 50
To expenses prosecuting crimes Apalachicola District, paid Auditor's warrants,	637 12
To balance,	2 88
	<hr/> \$7,355 64

**1840.**

	<b>Cr.</b>
By balance in Treasury, 26th Dec., 1839,	342 43
By revenue received on Auditor's certificates,	3,748 01
By auction tax received on Auditor's certificates,	3,265 20
	<hr/> \$7,355 64

By balance in Treasury Dec. 23, 1840, 2 88

THOMAS H. AUSTIN, Treasurer.



To the Senate and House of Representatives of Florida :

The undersigned, Commissioner of the City of Tallahassee for the past year, herewith encloses an account of receipts and expenditures since his appointment, shewing a cash balance in his hands of \$4 47, and in notes of \$11,217 17; total, \$11,222 04.

He submits the following statement of the probable resources of the capital fund :

The above balance,	11,222 04
Amount which may probably be collected on old account, including suit on official bond of Willis Alston,	5,000 00
Value of lots unsold,	5,000 00
Value of right of location of a quarter section owned by the Territory,	1,000 00
	<hr/>
	\$22,222 04
There is due	
To Mr. Shine on his contract,	9,937 00
"          "          "	300 00
"          Levinus          "	4,233 00
extra work, &c.	
"          Scott on contract, about	1,700 00
"          J. R. Robinson,	467 00
"          Johnson & Hoyt,	1,467 00
Contingencies,	2,000 00
	<hr/>
	\$20,104 00
Balance in hands of Commissioner after the above payments are made,	2,118 04
The estimated expense of completing the Capitol is	28,000 00
	<hr/>
Leaving a deficiency of	\$25,881 96

The undersigned respectfully solicits the appointment of a committee to examine his accounts, vouchers, disbursements, &c. and particularly to inquire into the contracts he has made with workmen and the sale of drafts received from Government, and also to inquire into the general condition of the fund and his office.

He submits the necessity of asking an appropriation from Congress, otherwise the building must remain in its present incomplete state, exposed to the weather and liable to great injury.

Very respectfully,

THOMAS BALTZELL.

Tallahassee, Feb. 2, 1841.

Received of the Treasurer under appropriation of Congress, \$17,000 00  
 To amount of premium on drafts sold, 848 00  
 To amount of sales of 95 lots in NW. qr. of 36, township 2 N, R. 1 W, and in the NE. qr. of sect. 1, T. 1, R. 1, 15,813 50  
 To amount of sales of 18 lots in sect. 1, township 1, range 1, W. SE. and SW, qrs. 3,655 00  
 To amount advanced by Gov. Reid to contractors, 711 00  
 To amount received on act. of old claims, 492 00  
 To amount sale of old capital, 600 00

**The Commissioner of the City of Tallahassee in Account with the Territory of Florida.**

1840.

Dr.

To amount received from Treasurer under appropriation of Congress,	\$17,000 00
To amount of premium on drafts sold,	848 00
To amount of sales of 95 lots in NW. qr. of 36, township 2 N, R. 1 W, and in the NE. qr. of sect. 1, T. 1, R. 1,	15,813 50
To amount of sales of 18 lots in sect. 1, township 1, range 1, W. SE. and SW, qrs.	3,655 00
To amount advanced by Gov. Reid to contractors,	711 00
To amount received on act. of old claims,	492 00
To amount sale of old capital,	600 00
	<b>\$39,119 54</b>

THOMAS BURNETT

Tallahassee, Fla. 1840

1840.

	Cr.
By cash paid Shine, contractor for brick work,	\$13,563 00
" " Levinus, " for carpenter work,	5,767 50
" " Scott, " for plastering "	800 00
" " Johnson & Hoyt, for carpenter work,	933 86
" " J. R. Robinson, " "	500 00
" " Gov. Reid for advances,	711 00
" " late Commissioner, for bal. due him,	533 89
" " John G. Padrick for fencing, &c.	248 00
" " J. S. Robinson under resolution of the Legislative Council,	200 00
" " Mrs. Chausler " "	200 00
" " Gov. Duval, " "	750 00
" " T. H. Austin, " "	200 00
" " estate Chas. Austin " "	100 00
" " R. B. Ker surveying, &c.	491 00
" " Dorsey, auction sales, July,	50 00
" " Apal'a. Gazette and Star printing,	68 00
" " Floridian printing, 1839,	194 00
" " " 1840,	97 00
" " J. B. Brown, assisting auctioneer, &c.	150 00
" " Nunes for plats, &c,	88 00
" " discounts on cash pay to lots,	196 00
" " stationery and furniture,	77 75
" " clerks, costs,	28 50
" " Levinus for capitols,	100 00
" " " removing rubbish,	50 00
" two lots sold and not taken out,	300 00
" Commissioner's salary,	1,500 00
Balance,	11,222 04
Consisting of	
Cash,	4 69
Notes due 1st March, 11,217 37	39,119 54
	\$11,222 04

THOMAS BALTZELI., Commissioner.

Tallahassee, Feb. 2, 1841.



... ..

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27 1878

COPY.

TREASURERS OFFICE,  
Tallahassee, February 1, 1840. }

*His Excellency Robert Raymond Reid :*

Sir.—Herewith I beg leave to hand you my account with the Territory for the last year on account of School Lands, exhibiting all moneys received since my return of last year, and leaving the balance of cash in the Fund of seven hundred and eighty-seven dollars and seventy-five cents.

Very respectfully,

Your obedient servant,

(Signed) THOS. H. AUSTIN, Treasurer.

27 1878  
27 1878

... ..

*The Territory of Florida on Account of School Lands, in Account with Thomas H. Austin, Treasurer.*

<b>1840.</b>	<b>Dr.</b>
To balance,	787 75
	<b>\$787 75</b>

<b>1840.</b>	<b>Cr.</b>
By balance on hand as per report, 7th January, 1840,	686 25
" cash received of Thomas L. Hall, for rent,	5 00
" " " of Frederick Scott, " "	11 00
" " " of H. Doggett, " "	4 00
" " " of Wm. M. Maxwell, " "	73 00
" " " of T. P. Chairs, " "	8 50
	<b>\$787 75</b>

By balance on hand, Feb. 1, 1841, \$787 75  
 (Signed) THOS. H. AUSTIN, Treasurer.

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EXECUTIVE DEPARTMENT,  
 Tallahassee, Feb. 8th, 1841.

To the Honorable the  
 Legislative Council of Florida:

Enclosed herewith is the report of the Auditor, containing the  
 information required by a resolution of the Senate of the 29th  
 January, 1841.

ROBERT RAYMOND REID.

*To His Excellency  
Robert Raymond Reid ;*

Sir—Annexed is a correct statement in answer to a resolution of the Senate of the 29th ultimo.

Any further information will be cheerfully furnished, if required.

Respectfully,

Your obedient servant,

**JOHN MILLER,**

Aud. Pub. Acct., Fla.

February 5, 1841.

*A List of Arrears Due the Territory from all Sources, as exhibited by the Books of the Office.*

When Due.	From Whom.	Counties.	Offices.	Am't Due.	Remarks.	List not Returned.	
						<i>Names of Counties.</i>	<i>Date since Returned.</i>
1834.	Francis J. Avice,	St. Johns,	Sheriff,	\$ 960 47½	Ordered in suit.		
1835.	Jas. D. Bullock,	Franklin,	Tax Collect'r,	106 92	do. do.		
"	Wm. Livingston,	St. Johns,	Auctioneer,	23 18	Not to be found.		
1833.	Joseph R. Betton,	Fayette,	do.	18 24	do. do.	Escambia.	1835.
"	Daniel C. Hart,	Duval,	Sheriff,	92 96	Ordered in suit.	Washington.	1835.
"	Alex. Adair,	Leon,	Marshal M. D.	276 11	do. do.	Calhoun.	1838.
"	A. G. Mays,	Jackson,	Tax Collect'r.	233 42	do. do.	Franklin.	1838.
"	Waters Smith,	St. Johns,	Marshal E. D.	288 91	do. do.	Columbia.	No Returns.
1839.	Blyden Vanbaun,	Escambia,	Auctioneer,	11,602 70	do. do.	Alachua.	1838.
1836.	Daniel McCloud,	Walton,	Tax Collect'r,	110 70	Chargeable to the Co.	Nassau.	1835.
1835.	A. G. Phillips,	Duval,	do.	127 57	Ordered in suit.	Duval.	1834.
"	John G. Tyner,	Alachua,	do.	273 28	do. do.	St. Johns.	1835.
"	Joshua Joiner,	St. Johns,	do.	1242 27	do. co.	Musquito.	1835.
"	John Duncan,	Franklin,	do.	617 30	do. do.	Hillsborough.	1836.
1836.	Tilman J. French,	Leon,	do.	2559 88	do. do.	Dade.	No Returns.
"	Samuel H. Duval,	do.	do.	3157 1	do. do.		
1837.	John Enderman,	Franklin,	do.	2042 51	do. do.		
1838.	do. do.	do.	do.	2379 58	do. do.		
1839.	Michelet & Vanbaun,	Escambia,	Auctioneer,	685 30	do. do.		
"	Wm. H. Michael,	Leon,	Tax Collect'r.	1739 75	do. do.		
"	St. J. & L. W. R. Co.	Calhoun,	Auctioneer,	7500 00	do. do.		
"	Wm. E. Davis,	do.	Tax Collect'r,	228 33	do. do.		
				\$36,271 37½			

APPENDIX

XII

EXECUTIVE DEPARTMENT, }  
Tallahassee, Feb. 11, 1841. }

*To the Legislative Council of Florida:*

I herewith transmit to you a letter from the Auditor in relation to arrearages due to and from the Territorial Treasury.

ROBERT RAYMOND REID.

TREASURY DEPARTMENT, }  
 Auditor's Office, }  
 Tallahassee, February 9, 1841. }

To his Excellency  
 Robert Raymond Reid.

SIR:—On comparing debits and receipts with the Treasurer of the Territory, I find there on outstanding warrants against the Treasury, amounting to (\$11,210 56,) eleven thousand two hundred and ten dollars fifty six cents.

My recent appointment does not allow me to give you such a statement of the condition of the office, as your Excellency or the Legislature have a right to expect.

You will however, discover how small a number of those appointed to the office of Auctioneers, have made their quarterly regular reports, and how large an amount of deficits remain unsettled from other sources.

I am not, at present, in possession of information necessary to inform you of the condition of the claims that are in progress of collection, or to insure in future, a prompt compliance with the laws by those commissioned with the collection of the Revenue.

The act of the last Legislature authorising the Treasurer to issue his Execution in sixty days after information is given him of the defalcation of an officer, and on option with the Auditor to employ additional counsel to aid the District Attorney in prosecuting claims with the right to criminal prosecution under particular circumstances, appears to the undersigned to be all that could be required to enforce a rigid compliance with their duties. How far this has had the desired effect, as yet I am unable to state. The fines and forfeitures are a legitimate and would be a fruitful source of Revenue for the application of discharging the expense of prosecuting crimes by the Territory. It seems also to be greatly neglected, as but few reports of clerks of the Superior Courts of recent date, appears in this office, showing the condition of this important branch of finance.

Attention to the last mentioned subject, with the Auctioneers, and a zealous co-operation of the different officers of the Territory, in forcing the collection of arrears due to the Territory, should go far if not entirely discharge the liabilities of the Territory, without resorting to a permanent system of direct taxation.

Very respectfully,

Your obedient servant,

(Signed,)

JOHN MILLER,

Auditor Public Accounts.

F

REPORT

COMMITTEE ON CLAIMS.

The Special Committee, to whom was referred the petition of Benjamin G. Thornton, beg leave to

REPORT IN PART:

That in the year 1828, the petitioner entered into contract with John P. Duval, Esquire, Commissioner of the Tallahassee Fund, acting for and in behalf of the Territory, to erect a Capitol, by which the Petitioner undertook, for the sum of \$17,000, to erect and cover the building—which was designed to be a large one—and to furnish all the wood work, and other materials necessary for the purpose, except the brick, which formed the subject of a separate contract, and was to be furnished by another individual for \$6000. It appears from the evidence before your Committee, that the petitioner, Thornton, immediately proceeded to the execution of his part of the contract; and in the course of the year abovementioned, and that which followed, erected at great expense a very substantial saw mill, which had commenced successful operations, collected a large quantity of lumber, constructed a lime kiln, quarried an amount of lime stone sufficient to supply lime for the building, and hauled the wood necessary to burn it, purchased and maintained oxen, mules, wagons, &c., and employed the requisite number of workmen. During the whole portion of the time he was engaged in these operations, embracing a period of fifteen or eighteen months, the petitioner, although laboring under great embarrassments, created chiefly by the Territory failing to make adequate advances in money, never relaxed in his efforts to fulfil his part of the contract. It appears that, in the latter part of the year 1829, the Commissioner declined making fur-

their advances, and the Legislative Council afterwards refused to progress with the work. Rejecting, as far as possible, the minor details of this controversy, your Committee proceed to observe, that the Petitioner instituted suit against the Territory, which was thrown out of Court, on the ground that the Territory was not liable to suit. That in a suit brought immediately after by the Territory against him, the jury, after a patient investigation, gave a verdict in favor of Thornton. Your Committee take leave to recommend this solemn verdict of a jury to the attention of the Council, as furnishing a type of all the subsequent decisions on this claim, made by men clothed with legal authority, and put upon their honor and their oaths, with, perhaps, a single exception.

It appears that the Petitioner then determined to seek redress in legislation, and throw himself on the justice and generosity of the Council. His appeal, accompanied no doubt by requisite testimony, seems to have produced a just impression in this body. In 1833, the Council passed an act, providing for the settlement of his claim, by reference to arbitrators. It appears that, Mr. Berthelot, chosen by the Petitioner, allowed all the charges of the Commissioner against the Petitioner, although these charges made as money advanced, really consisted in goods and not money, and deducting them from the whole amount stipulated to be paid by the Territory, awarded the balance—nearly \$13,000—to Mr. Thornton. Mr. Chandler, in his report, awarded nothing. In consequence of this disagreement, the decision devolved on Col. Randolph, the umpire, who awarded to the Petitioner one-half the amount allowed by Mr. Berthelot. Your Committee regret that the report of the umpire, drawn up, as they have been informed, in a masterly manner, and presenting a very clear view of the case, has been lost while in custody of the Territory; and they further regret that this award was not adopted by the Territory, and made the basis of a final settlement with the Petitioner, which would have been a good compromise to the Territory, and at that time have satisfied the Petitioner.

In short, it appears to your Committee, that Benjamin G. Thornton, who at the date of the contract, gave fair promise, in his eminent skill and genius as a mechanic, in his habits of industry and sobriety, and in his enterprising spirit, of becoming one of the most useful citizens of Florida, has been grossly wronged and injured by acts of the Territory and its public servants, and reduced from the condition of that "prosperous mechanic," described in the important testimony of Gen. Duval, to want and penury. It is a fact of general notoriety, that his mansion, several lots owned in this city, some slaves, and a very complete set of tools together with a large number of mules, the saw mill and workshop, kiln, limestone, wood, &c., were all sacrificed in consequence of the unfortunate interposition of the Territory—and that it is the solemn duty of the Council to render him such imperfect justice as is now in its power to afford.

It appears to your Committee:

1st. That the Territory—either from the want of funds, or rather

the waste of ample funds at its control—or caprice—or some other cause—committed a breach of contract, and is consequently liable to the Petitioner for the full amount of damages, according to the laws of the land ;

2d. That the Petitioner, Thornton, was, at times, willing and anxious, to perform his part of the contract ; and, for a period of 15 or 18 months, devoted himself with great zeal and fidelity to its performance ;

3d. That the controversy between the Territory and the Petitioner has been decided in favor of Thornton, by that tribunal universally considered the most holy and incorruptible known to our free republican institutions—an impartial jury ;

4th. That successive Legislative Councils have evinced a disposition to decide, or have actually decided, in the same manner ;

5th. That arbitrators, created by the Legislative Council, and composed of competent and disinterested persons, have also decided in the same manner ;

6th. That if the parties litigant had been private individuals, Thornton's claim to the full amount of the bonds would have been long since established by a Court of Justice.

In conclusion, your Committee are unanimously of opinion—an opinion which, at least with a majority, is a settled and solemn conviction, not to be changed or shaken,—that the claim of Benjamin G. Thornton is one of the clearest merit, and that he is entitled to the fullest relief the Council can afford. This conviction is founded on evidence already in the possession of the Committee ; but they are led to believe that other corroborative testimony will be received in a few days, when they will make their final report. In the mean time, they beg leave to report the following bill :

AN ACT

For the Relief of Benjamin G. Thornton.

Be it enacted by the Legislative Council of the Territory of Florida, That Benjamin G. Thornton be allowed, out of the Tallahassee Fund the sum of \_\_\_\_\_, and that the same be paid to him forthwith, upon his executing a release in full to the Territory, of all claims and demands arising from his contract for building the Capitol.

## DOCUMENTS

ACCOMPANYING THE REPORT OF THE  
**COMMITTEE ON CLAIMS,**  
 ON THE PETITION OF  
**BENJAMIN G. THORNTON.**

## STATEMENT OF BENJAMIN G. THORNTON.

After the suspension of the building of the Capitol, by reason of the default on the part of the commissioner in January, 1830; I gave him written notice of my readiness to proceed, and demanded a compliance with the contract on his part, which he failed to do, or respond to. (See Records of Board of Directors for the notice.) I then brought suit against the Commissioner; the Court decided that an action could not be sustained against him. The Commissioner sued me, upon the trial I recovered a verdict for costs.

The Legislative Council passed, referring my demands to arbitration, which was not acted on. (See Laws of '33, page 136.

The Council at its next session, passed a second law, still referring my demands to an arbitration. (See Laws of '34, page 106.

The arbitrators under this law, awarded in my favor, in Sept. 1835; and I now claim the amount of said award, with interest at 8 per cent, from the suspension of the work; in January, 1830, at which time due notice was given the Commissioner by me.

B. G. THORNTON.

TALLAHASSEE, 14th December, 1829.

GENTLEMEN:—Agreeably to your request, I hereby lay before you a statement of the progress I have made towards building the Capitol.

I have prepared a large quantity of timber for scantling, and sawed a part of it, also a quantity of the best, soft, yellow pine, for frames and cornice. I have erected a saw mill for the purpose of sawing all the timber for the Capitol, by which means all the scantling will be prepared, ready to go into the building, in a superior manner to getting it by hand. I have built a regular lime kiln, at great expense; quarried all my lime stone, and hauled it to the kiln, and commenced burning it. I have prepared the foundation for the building, ready to commence the laying of brick.

The preparations I have made, and the facilities thereby afforded me, which are on the spot; I think equivalent to nearly one half of my part of the contract. This course has been taken by me, with the advice of the commissioner with whom the contract was made, and perpetuated

by his successor, in which every facility was to be afforded me, according to the true spirit of the contract, which reserves to the commissioner the right to exercise his judgment in the advance of money; and, although, a large expenditure made by me, is not in the materials directly, yet it is direct to the accomplishment of the object, in a better manner.

Respectfully,

B. G. THORNTON, Contractor.

Col. ROB'T. BUTLER, *Chm'n. of the Committee.*

P. S.—I would further observe, that I am ready to go on with the brick work as soon as the brick can be had.

B. G. T.

AN ACT for the relief of Benjamin G. Thornton.  
*Be it enacted by the Governor and Legislative Council of the Territory of Florida;* That Benjamin G. Thornton be allowed, out of the Tallahassee fund, the amount of principal of the award of Thomas P. Randolph in his favor, against the Territory, and entered thereon from the date thereof, at eight per cent, and that the same be paid to him forthwith, upon his executing a release in full to the Territory, of all claims and demands arising from his contract for the building the Capitol.

MARCH 29th, 1830.

As the securities of Mr. B. G. Thornton, for the fulfillment of his part of the contract, for raising the walls and covering in the Capitol.

We, as his securities, wish you to be informed, and to take notice, that although we have been advised and believe that we are released already by the failure on your part, and, nevertheless, if you conceive us to be responsible, as his securities, you will forthwith furnish the brick necessary, and of such quality as will be proper to put into the walls, and funds according to the contract, otherwise we shall hold ourselves as entirely released from such supposed liability.

Yours,

DAVID FLOYD,  
G. W. WARD,  
SAML. A. SPENCER,  
WESLEY ADAMS,  
JOSEPH MCBRIDE,

To TURBETT R. BAYTON, Esq., *Commissioner* of the City of Tallahassee.

ARTICLES OF AGREEMENT

Made and entered into this fourteenth day of May, in the year of our Lord eighteen hundred and twenty-eight, between John P. Duval, *Commissioner* of the city of Tallahassee and of the Territory of Florida, of the one part, and Benjamin G. Thornton and Jesse H. Wallis of the other part, all of the city and Territory aforesaid.

WHEREAS, by virtue of the act of the Legislative Council, entitled as

act to provide for the laying off the town of Tallahassee; and the sale of the lots thereof, and the several acts passed in amendment thereof; John P. Duval has been duly appointed sole Commissioner of the city of Tallahassee, and vested with full power and authority, and it being a part of his duty, in virtue of the aforesaid acts, to progress with the building of the Capitol by contract, according to the plan already adopted, or such other as might be adopted by the Council with some fit person most likely to secure to the Territory the ultimate completion of the work, according to the plan aluded to, and as the funds of the Territory appropriated to that object would otherwise, and the said John P. Duval, Commissioner as aforesaid, pursuant to the provisions of the aforesaid acts of the Council, on the twentieth day of January, eighteen hundred and twenty-eight, gave public notice in the Florida Advocate, a public newspaper printed at Tallahassee, that he would receive written proposals until the first Monday of April next, for the building and covering in of the Capitol according to the plan aforesaid: and, whereas, sundry proposals were received, and divers offers made, but of a character so vague and indefinite, that the said John P. Duval, Commissioner as aforesaid, deemed it essential to the interest of the Territory, and a faithful performance of the work according to the plan, to reject all the proposals thus made, and again to advertise and require of those disposed to contract for the work to be precise in describing the manner in which the work would be executed, and the kind of materials to be used, and so if practicable to insure a faithful performance of the contract on the part of the contractors; and also to ensure to the Territory the erection of such a building as was contemplated by the Legislative Council; and on the twelfth day of April, eighteen hundred and twenty-eight, the said John P. Duval, Commissioner as aforesaid, again gave public notice in the aforesaid public newspaper, that he would receive written proposals for the building of the walls and covering in the Capitol according to the plan aforesaid, until the twentieth day of April, eighteen hundred and twenty-eight, in which those persons wishing to contract were notified to describe the kind of materials to be used, and manner in which the work was intended to be executed, all of which will be more fully and at length appear by reference to the notices, and the several proposals remaining in the office of the aforesaid Commissioner. That pursuant to the last notice as aforesaid, sundry proposals were received, and amongst others that of Benjamin G. Thornton and Jesse H. Willis, marked estimate number two, and referred to and made a part of this contract, which proposal the said John P. Duval, Commissioner as aforesaid, did conceive the last, and most likely to insure a due and faithful performance of the work contemplated by the Legislative Council and of the materials best suited to the building, and accordingly the said John P. Duval, Commissioner as aforesaid, on the twenty-second day of April, eighteen hundred and twenty-eight, did agree to and accept the last proposal aforesaid of Benjamin G. Thornton and Jesse H. Willis, to build the walls and cover in the Capitol according to the aforesaid estimate, No. 2, at and for the sum of *twenty-three thousand three hundred and fifty dollars*. Therefore, this agreement witnesseth, that the said John P. Duval, Commissioner as aforesaid, for and in behalf of the Territory of Florida, and for and in consideration of the premises and covenants and the agreements of the said Thornton & Willis, herein after expressed, doth hereby covenant and agree to and with the said Thornton & Willis, and their heirs, executors, administrators and assigns, that he will pay them or their legal representatives, the aforesaid

## APPENDIX.

sum of twenty-three thousand three hundred and fifty dollars, current money of the United States, in the manner following, that is to say:— The said Commissioner agrees to pay for the work as fast as it progresses or as materials are furnished, provided collections sufficient can be made of the monies appropriated exclusively to the building of the Capitol, and in no event is the Commissioner to pay a greater sum in advance than the value of the work done and materials furnished, nor a greater amount than is collected, unless he deems it fit and proper so to do. And so soon as the work is done and the building is completed according to the contract, then the said Commissioner agrees to pay over any and every sum or sums that may be due and unpaid, if so much may have been collected, and if not then so soon as said sum or sums may be collected. And the said Benjamin G. Thornton and Jesse H. Willis covenant and agree to and with the said John P. Duval, Commissioner as aforesaid, that they will forthwith proceed with the work and continue with all reasonable diligence, until the same is completed agreeable to the contract, and to the plan adopted by the Council, and to the estimate No. 2, hereinafter referred to, that is to say the walls to be the dimensions stated in the advertisement, that is of the present walls, except the partition walls which are to be four inches thicker, all hard brick, quoted and laid in the best manner, with pilasters, full cuped and based with their entablatures of the Tuscan order, as per drawing number one; the doors to be circular heads with double pilasters, as per drawing number four, referred to and made a part of this contract. The window frames to be neaveled and made in the best manner; to receive the inside work for double hing sash, made of two inch stuff, as per drawing number five, referred to and made a part of this contract. The first floor of joists to be three by twelve inches, and not more than sixteen inches from their centre apart. The second floor to be put in with truss-girders as per drawing number six, referred to and made a part of this contract, which are not to be less than eighteen inches deep, with double floor of joist framed in to face at top and bottom of girder, and not less than four girders over the representative hall with two plain girders over the lobies. The whole of the other floors are to be joists three by twelve inches, and not more than eighteen inches apart from their centre, laid on girders. The whole of the partitions are to be six inches thick, full trussed and tucked in posts and girderders with straining beams, securely strapped, and bolted, the studs 3 by 6, trusses and posts from six by six to six by eight in proportion to their length as per drawing number seven, referred to, and made a part of this contract. The dome to be trussed with the upright strapped to their girders and straining beams, the whole is to be securely bolted as per drawing number eight referred to, and made a part of this contract. The wings and angles to be covered with rigid roofs and gutters two feet wide between the walls, roof, angles and dome, and the whole to be covered with sixteen, or line fastened down with iron screws; it is understood that the pilasters and cornice are to be put on the old wing, in the same manner as the new part of the building; and it is further understood and agreed on, that in case the monies cannot be collected to pay for the work done and materials furnished, that the said Thornton & Willis shall not be bound to proceed with the work, until the money can be collected; and it is further expressly understood and agreed to, by the parties to this instrument, that one of the parties to wit: Jesse H. Willis is not bound after the completion of the brick work, that is to say, that so soon as all the brick necessary for the bulding shall be by him

delivered and the brick work shall be completed, then all obligations upon him cease and he is not further bound by this contract.

In testimony whereof the parties have hereunto set their hands and affixed their seals, the day and year first above written.

Agreed in the fourth line from top entered before execution.

B. G. THORNTON, L. S.  
JESSE H. WILLIS, L. S.  
JOHN P. DUVAL, L. S.  
Commissioner of Tallahassee.

Test.

HORATIO P. VASS.

A true copy from the original on file in my office.

R. G. WELFORD,  
Clerk Superior Court Leon County.

KNOW ALL MEN BY THESE PRESENTS, That we, Benjamin G. Thornton, Joseph McBride, George W. Ward, Davis Floyd, Samuel A. Spencer, and Westley Adams, are held and firmly bound unto John P. Duval, Commissioner of Tallahassee, and his successors in office, in the penal sum of seventeen thousand dollars, lawful money of the United States, to the payment of which well and truly to be made to the said John P. Duval, Commissioner as aforesaid, or his successor in office, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 14th day of May, in the year of our Lord one thousand eight hundred and twenty-eight.

Whereas, the said Benjamin G. Thornton, together with Jesse H. Willis have entered into a contract, bearing even date herewith, to erect the walls and cover in the Capitol, reference thereto being had, will more fully appear; and the said Thornton & Willis having agreed between themselves that the said Willis is to furnish the brick, and the said Thornton is to find all the other materials, and execute the work, agreeably to the contract aforesaid, and the estimate No. 2, therein referred to. Now the condition of this obligation is such, that if the said B. G. Thornton shall commence, without delay, and progress with all reasonable expedition, and shall well and truly complete the work aforesaid, in a good workmanlike manner, according to the tenor and effect of the aforesaid contract, and the estimate No. 2, therein referred to, then this obligation to be void, and of no effect, otherwise to remain in full force and virtue.

B. G. THORNTON, L. S.  
JOSEPH McBRIDE, L. S.  
G. W. WARD, L. S.  
DAVIS FLOYD, L. S.  
SAM'L A. SPENCER, L. S.  
WESTLEY ADAMS, L. S.

Test.

Horatio P. Vass.

I, Thomas H. Duval, do certify that the above is a true copy of a bond filed in the Superior Court for Leon County, Middle District, Florida, (of which I am clerk,) in a suit of the Commissioner of Tallahassee against the said B. G. Thornton, and others.

Given under my hand and seal of said Court,  
this 6th day of February, 1838.

THOS. H. DUVAL, Ck.

By J. W. D. Stone, D. Ck.

At a session of the Superior Court for the Middle District of Florida Leon county, continued and held at the city of Tallahassee, on Friday the 20th day of April, A. D. 1832.

Present the same Judge as on yesterday.

The Commissioner of Tallahassee, plaintiff,  
against

Benjamin G. Thornton and others, defendants. } In debt.

This day came the parties by their attorneys, and thereupon the jury sworn in this cause on Wednesday last, appeared in Court agreeable to their adjournment, and upon their oath returned the following verdict: "We the jury find for the defendants."

A true copy.

R. G. WELLFORD, Clerk.

Statement of the award of the arbitrators in the case of B. G. Thornton against the Commissioner of Tallahassee.

Mr. Berthelot, one of the arbitrators, award to Thornton the amount of his contract, deducting therefrom the amount paid him.

Mr. Randolph awards half the amount of Mr. Berthelot.

STATEMENT.

Amount of contract,	\$17,000 00
By amount paid,	4,034 30
<hr/>	
This amount awarded by Berthelot,	\$12,965 70
And the half of that sum by Mr. Randolph makes	\$6,482 85

A Statement of evidence I wish to lay before the Committee in relation to my claim.

There is no Commissioner of Tallahassee, and the books of the Commissioner, and the books of the Board of Directors of the Tallahassee fund, are in the hands of Doctor English, subject to the order of the Governor.

I wish those books to be brought before you and Capt. J. P. Duval, and J. A. Berthelotte, to be summoned as necessary to a proper understanding of the case. The evidence taken by the arbitrators, and all other papers relative to the case, being gone from the office, and are not to be found.

B. G. THORNTON.

BENJAMIN G. THORNTON,			
1838. Account with the Commissioner of Tallahassee.			
June 14,	to draft on Treasurer,	\$1000	
July 23,	" do.	25 40	
30,	" do.	400	
Oct. 10,	" do.	150	\$1575 40
Above amount paid by J. P. Duval.			
December 1,	draft on Treasurer,	243	
1829.	Cash.	207	
February 24,	to draft on Treasurer,	50 00	
May 23,	do.	300 00	
April 13,	do. for Wm. Hall,	150 00	
June 8,	do. " Jas. J. McMullin,	260 00	
July 20,	do. " Thos. Brown,	120 00	
"	do. " on Treasurer,	257 71	
"	do. " John P. Duval,	38 02	
Sept. 1,	do. " D. B. Douglass,	150 00	
"	do. " J. H. Willis,	59 17	
October 6,	do. " Betton & Emmory,	300 00	
do.	do. " Cash,	100 00	
1830.			
January 1,	do. " draft per acct. Floyd,	200	
April 1,	do. " J. W. Levinus.	30	\$2,458 40
			<hr/> \$4,034 30

NOTE.—\$4034 received chiefly in Merchandize and Groceries.

### TESTIMONY OF GEN. DUVAL.

#### *B. G. Thornton's Case.*

John P. Duval appeared before the Committee, and was duly sworn. He deposed and said, that being Commissioner of the Tallahassee fund in 1828, and authorised by act of the Legislative Council, to contract for building the Capitol, he did contract with Jesse H. Willis and Benjamin G. Thornton, to erect and cover the building for which they were to receive the sum of \$23,000, or thereabouts; not a joint contract, but separate; Willis to furnish the brick and receive \$6,000; Thornton to furnish lumber, lime, &c., and erect the building for 17,000. Witness believed he had made a great bargain for the Territory, the building was designed to be nearly or quite as large as that now being erected; designed to be a splendid structure. Thornton gave witness a complete drawing; from witness's knowledge of architectural design, is able to say it was an admirable drawing. Thornton manifested a perfectly honest disposition, detailing things very precisely to the Commissioner, making every requisite explanation; witness made the contract with Thornton, partly on the ground of his being, at that time, in prosperous circumstances, and was esteemed one of the first architects in Washington. Thornton soon commenced the execution of his contract, erected a mill for sawing lumber, which witness saw working well, and quarried stone and constructed a lime kiln; wit-

ness sanctioned all these measures, considering them useful preparations to complete the contract in the best manner. Timber rorted in consequence of the Commissioner and Council refusing to furnish money; it was an entire loss to Thornton. He believes Thornton received but little money; what he did receive was chiefly of witness, while he acted as Commissioner; he believes his successor paid Thornton chiefly in goods out of his store. Witness resigned his office of commissioner, and became attorney for the commissioner. While he acted as Attorney, there was more than \$23,000 due the Territory out of the Tallahassee fund; which witness could have collected, and, as attorney offered to collect, but the commissioner Mr. Betton, directed him not to make the money; about that time, there was a party here, hostile to the completion of the Capitol. Witness went away in '31; had he continued to be commissioner, he believes, Thornton would have completed the Capitol according to contract. The successor of witness at first encouraged Thornton to proceed. Witness believes that Thornton sustained a great sacrifice of property in consequence of the refusal of the Territory, to proceed in the fulfilment of its part of the contract. Thornton always evinced a disposition to proceed with the contract and complete the Capitol; deponent believes that when the attempt was made to arrest the progress of the Capitol, the late Maj. Chaires, made an offer to take the contract himself; to become responsible for its fulfilment, and to finish the Capitol. The deponent first heard this from Jesse H. Willis who was very intimate with Mr. Chaires, the assertion has been often since, repeated in his presence, and he has never heard it denied.

JOHN P. DUVAL.

Feb. 8, 1841.

#### CASE OF BENJAMIN G. THORNTON.

FEB. 6, 1841.

This day appeared before the Committee, Richard Sheffer, who being duly sworn, said that after Mr. Spencer left the service of Mr. Thornton, he, Sheffer, had charge of the hands; that the stone quarried and ready for the kiln, was sufficient, as he believes, for all the purposes of the contract: a large quantity of wood was transported to the kiln, sufficient to burn all the lime. Thornton erected and set in motion a large mill near Washington Square, and collected a large number of stocks, or logs, for sawing lumber, when all further proceedings at length ceased by order, as the deponent believes, of the Territorial authorities.

Witness says Thornton was very active and pressing in pushing his operations forward, and appeared to be, while witness remained in his service, anxious and ambitious to complete the Capitol.

RICHARD SHEFFER.

TERRITORY OF FLORIDA, }  
 Leon County, } Petition of Benjamin G. Thornton.

Personally appeared before me, a Justice of the Peace, in and for said County, Samuel A. Spencer of the County aforesaid, who being duly sworn, deposes and saith :

That he has been acquainted with the petitioner, Benjamin G. Thornton, since the latter part of the year 1827, that in the year 1828, deponent, together with Messrs. Floyd, McBride, Adams and Ward, became security for the performance of a contract entered into by the petitioner for building the Capitol, to a certain extent; that petitioner, as deponent understood, undertook to erect the building and furnish every thing necessary for that purpose, except the brick, and that he was to receive for the same the sum of seventeen thousand dollars; that the petitioner, soon after signing the bonds, proceeded to the execution of the work he had undertaken; that he hired a number of hands—deponent thinks, including both black and white, from 20 to 25—a portion of them carpenters, one blacksmith and striker; he erected a blacksmith's shop, and had also a carpenter's shop on the same lot, and erected a large building for sawing lumber. The deponent, (who was at that time engaged by the petitioner to assist him in building the Capitol,) quarried a large quantity of rock for making lime, and had it carted from the quarry, but being compelled by circumstances at that stage of operations to withdraw from his engagements, has no personal knowledge that the petitioner burned and prepared any lime. Deponent also superintended and directed the laborers engaged in cutting, hewing, and hauling lumber to the mill in Tallahassee; a considerable quantity was collected, enough to build the saw-mill—the frame of which, as well as the carpenters' work shop, still remain in the place where they were erected, and a number of hewn logs or sticks—say 200—capable of making of planks, designed, as deponent believes, to be sawed into materials for the use of the Capitol. Deponent says that the petitioner, Mr. Thornton, displayed great industry and energy in the prosecution of the business; he seemed to be resolutely determined and devoted to the completion of the Capitol, and the honorable fulfilment of his contract, as any man could possibly be; deponent can truly aver that his soul appeared to be engaged in and almost wholly devoted to this object; it was the subject continually uppermost in his thoughts, and predominant in his conversation. To the completion of the Capitol he looked with obvious pride and triumph. Every thing done or directed in this matter was plainly intended to accomplish that end; and to the accomplishment of that end, it was generally believed by Mr. Thornton's friends, that the mill, the lime kiln, the horses, mules, wagons and carts, purchased by him, were useful means; and the deponent is under the strongest persuasion that Messrs. Betton & Duval, the Commissioners on the part of the Territory, approved these measures and sanctioned them. Deponent remained five or six months as the superintendent of what may be called the out door business, and during all that time, the hands, and mules, and oxen were all actively engaged at the expense of the petitioner. After deponent left Mr. Thornton, he occasionally visited Tallahassee, and found that the zeal of the petitioner in the prosecution of the great public contract he had undertaken, was not in the slightest degree abated. The friends of Thornton believed that building the mill and other preparatory measures, were, in the then circumstances of the country, judicious, dictated by sound judgment and would serve

to economize the expenditures, and hasten the completion of the Capitol.

The deponent further says that he knows that a large proportion of the payments made by the Commissioner to Mr. Thornton, was not made in money, but in groceries and other articles from his store in Tallahassee, and as he presumes, at the retail prices of that day.

SAMUEL A. SPENCER.

Sworn and subscribed to before  
me, this 3d day of Feb. 1841.

GEO. E. DENNIS, J. P.

TERRITORY OF FLORIDA, } In the case of the petition of Benjamin G.  
County of Leon. } Thornton.

— Personally appeared before me this day, David M. Sheffield, who being duly sworn, deposed and saith :

That being one day in casual conversation with Turbutt R. Betton, Esq., during the time he acted as Commissioner of the Tallahassee Fund, he, the said Commissioner, remarked that the office had been a matter of considerable convenience to him, for had it not been for that he would not have been able to make his remittances, implying, as this deponent then understood, and does yet believe, that he used the funds as exchanges or remittances.

Deponent further saith that he has often seen the lime kiln built by Mr. Thornton; large quantities of lime stone and wood at the kiln; — but knows very little about burning the lime; recollects to have seen one kiln burnt. Deponent understood that these were all preparations for building the Capitol.

D. M. SHEFFIELD.

Sworn to before me, this 3d of Feb. 1841.

Given under my hand and seal, the day  
and year before mentioned.

E. R. GIBSON, J. P. Leon County,

HOUSE OF REPRESENTATIVES,

January 26, 1841.

The enclosed petition was referred to a Select Committee, consisting of Messrs. Duval, McKinnon, Thigpin, Priest and Steele.

Attest.

JAMES H. GIBSON,

Clerk House of Representatives.

To the Honorable the Governor and members of the Legislative Council of the Territory of Florida.

The petition of Benjamin G. Thornton respectfully sheweth—that in the year 1828, he entered into an engagement with the Territory of Florida, through their Commissioner John P. Duval, for erecting a Capitol, as will appear by certain articles concluded by and between said Commissioner of the one part, and Jesse H. Willis and your petitioner of the other part, by which it will be seen that said Willis was to furnish the brick, and your petitioner was to construct the walls and cover in the building. Your petitioner after entering into said contract, immediately made his preparations in good faith, with a view to its fulfilment, in the shortest period, and in the best manner. With the advice;

61 the Commissioner and acting under the exercise of his best judgment, he erected a Saw Mill for the cutting of his lumber at suitable lengths, which was in active operation; he constructed a lime kiln, and was prepared with lime for the purpose—had hauled his timber for the building—had purchased Oxen, Mules, Wagons and other things requisite in such an undertaking, and had his workmen engaged, and ready to progress with it. Your petitioner was employed for nearly two years actively, and with the greatest diligence, neglecting all other business and engagements, and directing him-self his time and talents to this alone. The preparations thus made from the high price of every thing in this country, involved a very heavy expenditure. Your petitioner is unable at this time to present an accurate account; but from loose memoranda in his possession, he makes it amount to the sum of —, as will appear by an account filed herewith, and prayed to be taken as part thereof.

Your Honorable body will perceive that the erection of the building and covering the Capitol—the materials having been prepared for that purpose, was but a slight matter in comparison and might and would have been accomplished in a few months, and your petitioner regarded the undertaking as almost completed, and was looking with intense anxiety to a termination of his labors for the reward of his great exertions. These anticipations were destroyed, to the great distress of your petitioner, by the avowal of the Commissioner that the funds were exhausted, and afterwards by a refusal of the Council to progress with the work. He believes the fact to be, that having erred in contracting for a building, the mere erection and covering in of which alone was to cost \$24,000; a building in size, far surpassing any probable wants of the Territory, or even of a contemplated State—the Council were anxious to be relieved from it. Suits were accordingly commenced by the Territory against your petitioner, and his securities in their bond; which, after a long and painful suspense, was decided in his favor. The consequence of these proceedings was most ruinous to your petitioner—all the funds he received from the Commissioner were exhausted upon the work—his large materials accumulated, at such vast expense and with infinite labor, were thrown upon his hands as almost useless, his preparations in other respects of Horses, Mules, &c. &c. were also left upon his hands—his workmen were left with their wages unpaid, and were clamorous—the credit of your petitioner already strained to the utmost, in the endeavor to fulfil his contract, was now prostrated—his creditors alarmed—pressed in every direction—commencing their suits, and his entire property, even his tools were sold under execution.

Your petitioner though suffering under the weight of these hardships, thus pressing upon him with a severity unknown to any but himself, and not easily conceived, has ever had an abiding confidence in the sense of justice and right of his countrymen, he accordingly made application at various times for relief. To his application in 1833, the Council passed a law appointing arbitrators to decide the question as will appear by their act of 1834. Under this law James A. Berthlot and Edward Chandler, Esqrs., were selected as arbitrators, but they differing in opinion the matter was referred to Thomas P. Randolph, Esq. as umpire, who gave it as his opinion that your petitioner was entitled to the sum of six thousand four hundred and eighty-five dollars. Although your petitioner regarded this sum as an inadequate allowance for his heavy losses and expenditures, the value of his services for so long a time and his injuries since, still he was disposed to abide by the umpirage, having submitted to the arbitration in good faith. By the law however of the Council, the decision of the arbitrators was much to the disadvantage

of your petitioner, made again subject to the approbation of the Auditor who refused to abide by the decision of the umpire, and the matter remains in this position.

Your petitioner therefore, prays that your honorable body will pass a law, either in confirmation of said award of the said Randolph, to be paid him, with interest, or that they will give him such compensation for his losses, damages and injuries, as under the circumstances, he may be reasonably found entitled to. And your petitioner will ever pray, &c.

B. G. THORNTON.

**AN ACT for the relief of Benjamin G. Thornton.**

**SEC. 1.** *Be it enacted by the Governor and Legislative Council of the Territory of Florida,* That Benjamin G. Thornton, be allowed out of the Tallahassee fund, the sum of six thousand four hundred and eighty five dollars, the amount of principal of the award, of Thomas R. Randolph, in his favor, against the Territory, and, likewise, interest thereon, from the date thereof, at eight per cent; and that the same be paid to him forthwith, upon his executing a release in full, to the Territory, of all claims and demands, arising from his contract for the building of the Capitol.

**SEC. 2.** *Be it further enacted,* That this law shall be in full force from, and immediately after its passage.

This Bill passed the House in 1839—not acted on in Senate.

**KNOW ALL MEN BY THESE PRESENTS,** That we, Jesse H. Willis, and Benjamin Chaires, are held, and firmly bound, unto John P. Duval, Commissioner, of the City of Tallahassee, and his successor in office, in the penal sum of six thousand three hundred and fifty dollars lawful money, of the United States to the payment of which well and truly to be made to the said John P. Duval, commissioner as aforesaid, or his successor in office; we bind ourselves, our heirs, executors and administrators, jointly, and severally, firmly, by these presents, sealed with our seals and dated this fourteenth day of May, in the year of our Lord one thousand eight hundred twenty eight.

**WHEREAS,** The said Jesse H. Willis, together with Benj. G. Thornton, have entered into a contract, bearing even date herewith, to erect the walls and cover in the Capitol, reference thereto being had, will more fully appear, and the said Willis and Thornton, having agreed amongst themselves, that the said Willis is to furnish the brick only; and the said Thornton is to find all the other materials, and execute the work, agreeably to the contract aforesaid, and estimate. No. 2, therein referred to now, the condition of this obligation is such that if the said Jesse H. Willis, shall commence without delay, and furnish with all reasonable despatch. The quality of brick required for said capitol, according to the plan adopted by said Commissioner, in estimate No. 2, then this obligation to be void, and of no effect, otherwise to stand in full force and virtue in law.

Witness,

JESSE H. WILLIS, L. S.  
BEN. CHAIRES, L. S.

HORATIO P. VASS.

A true copy from the original on file in my office.

R. G. WELLFORD, Clk. Sup. Ct. Leon Co.

**PÉTITION OF BENJAMIN G. THORNTON.**

This day appeared before the Special Committee to whom was referred the claim of B. G. Thornton, Jas. A. Berthelot, Esq., who deposed and said, that the claim of said Benjamin G. Thornton having been, by an act of the Legislative Council, approved February 17, 1834, submitted to the decision of arbitrators, and the said J. A. Berthelot having been chosen by Mr. Thornton one of the arbitrators, and Edward Chandler another on the part of the Territory, they proceeded to investigate the claim, and make their several reports; that deponent, after devoting much time to the subject, upon full and mature deliberation, awarded to Thornton the whole amount of the contract, after deducting the sums paid him, which award, made by deponent, amounted to about \$12,790.

That Mr. Chandler awarded him nothing; that in consequence of the disagreement of the arbitrators, Thomas P. Randolph was chosen umpire, who allowed and awarded to the said Thornton one half of the above sum, to wit, the sum of \$6485.

JAMES A. BERTHELOT.

Sworn before me.

E. R. GIBSON, J. P.

Quincy, Feb. 10, 1841.

Dear Sir: Your letter has been duly received, and I should have been in Tallahassee two weeks since, but for indisposition, and bad weather. In Sept. I was confined with bilious fever, and until the three or four weeks past, have been unable to walk to the public part of the village, and now have fever and pain in the head every other day, which, though it does not confine me all the day, renders me unfit for the transaction of any business.

You state in your last letter that the Committee are anxious to have my testimony. I have given it once in a written report, and twice before Committees, who have taken it down; perhaps among some of the papers it may be found. If, however, my health and the weather will permit, (before the adjournment of the Council,) I will come to Tallahassee and cheerfully state before the Committee all that I can recollect at this distant period respecting the case at issue.

Respectfully yours,

THOS. P. RANDOLPH.

B. G. THORNTON, Tallahassee.

MEMORIAL TO YOUR HONORS

THE MEMORIAL OF THE PRESIDENT AND DIRECTORS OF THE UNION BANK OF FLORIDA, respectfully represents:

That, by the unanimous resolution of their stockholders, at their last annual meeting, they are instructed to ask of the Legislative Council, a repeal of the 34th section of the charter of the Bank, which forbids a sale "at a discount" of the bonds of the Territory, upon which the capital of the Bank is founded.

The motives which prompted the restriction may be found in the circumstances under which the charter was granted.

Of these circumstances, two only need be adverted to here, because they were most prominent and influential.

1. Uncertainty as to the adequacy of the security which was to be given by the stockholders for the protection of the Territory.
2. A pervading disbelief of the possibility of selling Territorial Bonds at any reasonable price.

The Territory was to be secured by mortgages of property which had not then been appraised; and which, it was feared, might be estimated at rates which would not indemnify against a default of the Bank to pay the interest and principal of the bonds. The result proved this fear to be groundless.

As evidence of the disbelief of the possibility of selling the bonds, it is only necessary to recur to two or three facts.

UNION BANK OF FLORIDA

TOMMIEH A. BRILL

1850

To the Senate and House of Representatives of the Territory of Florida

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As evidence of the disbelief of the possibility of selling the bonds, it is only necessary to recur to two or three facts.

1. The very tardy subscription of the first million of the capital of the Bank, which was not completed for eighteen months; and then only after a contract had been made for the sale of the bonds.

2. The refusal of the stockholders to advance the money, necessary, to defray the expenses of the agent, appointed to sell the bonds; because of a belief that the effort would be abortive, and the money thrown away.

3. The universal, as well as extravagant joy, expressed throughout the Territory, at the success of the agent, who effected the sale.

Those prevalent doubts of, which the Legislative Council largely partook, account for a restriction upon the sale of the bonds, nowhere to be discovered in the Louisiana Bank charters, from which that of the Union Bank was copied, nor in the subsequent charters of other Banks in the Territory, for whose capitals its faith is pledged.

Such, however, was the credit of all American stocks, both at home and abroad, at the time they were offered in the New York market, that the restriction in the charter interposed no obstacle to the sale of the Territorial Bonds. The bank, therefore, went into successful operation; and so continued until the universal suspension of specie payments, in 1837.

In the ensuing year, the Capital of the Bank was filled up by the subscription of two millions of dollars; and bonds of the Territory, of corresponding amount, were received by it, to be sold.

Of these, the agent of the Bank sold 1296 bonds, of one thousand dollars each, at prices which netted to the Bank a premium. But the sale of the remaining 704 bonds was arrested by the apprehension of hostilities between the United States and Great Britain, on account of the disputed North-eastern boundary.

The same cause arrested the sale of all American Stocks in Europe; and before the fear of foreign hostilities had subsided, the disastrous progress of the Indian war within the Territory, combined with a renewed suspension of specie payments by all the Banks south of the Hudson, rendered abortive every effort to sell the remaining Territorial bonds. It is needless to add, that still greater difficulties were superadded, by the action of the last House of Representatives.

But the time has arrived when a sale of the remaining 704 bonds is imperiously demanded by the best interests of the Territory.

The country is laboring under great and complicated pecuniary embarrassments; the causes whereof being misunder-

stood, have occasioned remedies to be proposed, which are unsuited to the object, and must aggravate the evil.

The public mind has been impressed with a belief that the existing evils are all attributable to the Banks; who, by an imprudent extension of discounts have made over issues of Bank paper. Hence; every remedy proposed has for its object, to compel the Banks to reduce their circulation.

The evils complained of are

1. Extravagant rates demanded for northern exchange.
2. An alledged depreciation in the value of our Bank currency.
3. And at same time an acknowledged and distressing scarcity of that very currency.

This last admitted fact should induce a doubt, whether the public mind has not mistaken the true cause of our embarrassments. And that doubt must be strengthened, by two other undeniable facts, to wit: That the Bank circulation of the Territory is less, by one half, than it was, before the suspension of specie payments: and that the circulation of *this* Bank is much less in amount than will be due and payable to it, in the course of the year, for interest alone upon its discounts.

Surely these facts ought to disabuse the public mind:

The true cause of the high rate of Northern exchange, is *the northern indebtedness of the Territory*; an indebtedness exceeding the value of her exports. And if, by curtailments, the Bank could have withdrawn every dollar of its notes from circulation, the measure would neither have paid one dollar of northern debt; nor have reduced the rate of northern exchange one per cent.; although it would have ruined many, and have added to the embarrassments of the country, by depriving it of its chief currency.

The obnoxious remedy for the derangement of inland exchanges, as well as for most of the other evils endured by our community, is the payment of the northern debt. And the obvious means of paying a large amount of it, is a sale of the 704 Territorial bonds, held by the Bank. Without such sale, the Bank and the community must continue to suffer.

The only other remedy to which the Bank can have recourse is the curtailment of its discounts; a remedy which it has already applied to the extent of its power, unaided by the coercion of the courts of law. *To that coercion it may be driven.* The credit of the Territory *must* be sustained, by the punctual payment of the interest of the Territorial bonds. The Bank *must* comply with its engagements, no matter at what cost. And if the means of sustaining that credit, and of meeting these engagements are to be supplied by curtailments, through the instrumentality of judgments at law, and the enforcement of exe-

cutlons, it needs no spirit of prophecy to foretell the ruin of individuals, and the prostration of every interest in our community.

These consequences can be averted only by giving to the Bank the use of that portion of its Capital which now lies dormant in the 704 unsold bonds of the Territory; and which will continue dormant unless the restriction in the 34th section of the charter shall be removed.

A sale of those bonds at the greatest probable discount cannot involve the Territory in any loss; because the present surplus profit of the Bank, exceeds any possible loss upon the sale. The capital of the Bank, therefore, will remain unimpaired; and constitute of itself, a complete protection to the Territory; while she has the further security of property, worth five millions of dollars, mortgaged for three millions only. No rational man, then, can believe, that by the repeal of the 34th section of the charter, the Territory will hazard any thing.

Whatever loss may attend the sale at a discount, will fall upon the stockholders of the Bank; to whom and their agents, the directors, the right to sell at a discount, may be safely confided, since motives of private interest, as well as of public duty will prevent any improper and unnecessary sacrifice.

The immediate effect of a sale of the bonds would be the payment of so much of the Northern debt of the Territory, and a corresponding reduction of the liabilities of the Bank; so that with the aid of another crop, the community would be relieved from all the evils attendant upon a high rate of exchange, and upon a depreciated currency; whether that depreciation be real or imaginary; and without having caused the ruin of an individual; and even without any severe pressure upon its debtors, the Bank would be enabled to resume specie payments.

Surely such considerations ought to commend the measure to the favorable regard of the representatives of the people.

In public calamities, resulting from war; from revulsions in commerce; and from unfruitful seasons, governments have interposed for the protection or relief of their people. The government of Great Britain, much less popular in its form than that of republican America, has been known to aid its merchants under serious pecuniary difficulties, by loans from the National Treasury; and we have recently seen the Governor of an adjoining State, recommend to the Legislature to lend to their people, millions of dollars of State bonds, to assist them in paying the curtailments required to enable their banks to resume specie payments.

Great public calamities, resulting from a savage war, from re-

convulsions in commerce, and from an unfruitful season, have fallen upon our young community; nevertheless your memorialists do not ask you to put your hands into the public treasury, or to offer any sacrifice upon the altar of patriotism, for the relief of your constituents. But in the name of their stockholders, who compose a respectable portion of those constituents, they ask permission, by a sacrifice of their own interests, to shield their fellow citizens from further and greater calamities. They ask for power, by one measure to equalize exchange, and to make the circulation of the Union Bank equal to specie. They ask this boon at the hands of the Legislature, to enable them to save the property of debtors from the gripe of the usurer, and from the grasp of the rapacious speculator. His refusal will indeed make the rich, *richer*; and the poor, *poorer*.

To the wisdom of an enlightened assembly, your memorialists confidently submit the choice between conflicting alternatives presented to their judgment by the existing circumstances of the Union Bank, of the paper currency, and of the people of Florida.

On the one hand the resumption of specie payments; the consequent reduction of the rates of exchange, and the alleviation of the pressure on the community for debts, which a short crop has denied the means of paying.

On the other hand, a continued oppressive and wastful struggle to preserve from further injury abroad, the credit of the Territory, and of the Bank; and the prostration of the value of every description of private property, by forced collections, profitable only to speculators and usurers, and accompanied by the utter ruin of individuals.

If further argument is necessary to induce the Legislature to grant their prayer, your memorialists beg leave respectfully to suggest, that it be embodied in the following modification of any act which may pass on the subject.

1. That the Union Bank shall be compelled to pay specie for its notes in circulation, from and after six months from the time of the sale of the bonds.

2. That the Bank shall annually appropriate *two per cent.* on the amount of said bonds, as a sinking fund for their redemption.

An annuity of two per cent would pay off those bonds in twenty one years.

And your memorialists as in duty bound will ever pray, &c.  
By order of the board of Directors.

JOHN G. GAMBLE, President.  
Union Bank of Florida, February 10, 1841.

## REPORT

## COMMITTEE ON CLAIMS,

## ON THE PETITION OF

**MICHAEL LEDWITH.**

The Committee to whom was referred the petition of Michael Ledwith have had the same under consideration and report as follows:

It appears that Mr. Ledwith made a contract with the Commissioner of the Tallahassee Fund, on the 14th Nov., 1839, to furnish the materials and execute the work on the Capitol according to certain specifications; he was to make and furnish the lintels, window frames, floors, joists, roof, &c. of the building. For this he was to receive \$13,987, the value of the materials to be advanced as they were delivered on the ground. Mr. Ledwith also particularly bound himself to have the window frames, lintels and joists for the floor, ready by such time as to prevent any occasion for delay in the execution of the masonry.

The foundation of the Capitol was laid by Mr. Shine, the contractor for the brick work, who progressed until he was stopped for the want of the window frames, joists, &c. Having been delayed for some time, he addressed a letter to the commissioner requiring him to furnish the frames, &c. The commissioner immediately addressed a letter to Mr. Ledwith, requesting that the proper materials might be furnished, and offering as there were no public funds, to pay from his private means, for these materials when delivered. Mr. Ledwith replied, declining to furnish the window frames, stating that he had already furnished materials, (consisting of a large quantity of white pine plank,) to the amount of \$1000 and upwards, for which he had been unable to get pay, and that these should be paid for before any thing further was required of him.

(The letters are hereunto annexed and made part of the report.)

In this state of things the Committee are of opinion the Commissioner acted properly in engaging some other individual to fulfil Mr. Ledwith's contract. It was necessary that some steps should be taken by the Commissioner to prevent a long delay in the progress of the building. The mason could not be stopped in his work until a court of justice should decide by whom the contract had been violated. The Committee are of opinion that Mr. Ledwith should have proceeded to get the lintels and window frames as the first part of the work; he had expressly engaged to furnish these so as not to delay the mason. The building could not have progressed without them. They do not think it was proper for him to get materials for other parts of the building, for instance for the second and third stories and roof, and to exact pay for these, neglecting the basement and parts below. If so, then pay for the wood work of the whole building might be demanded and obtained before the building could be raised beyond the foundation.

They understand the true construction and intent of the contract to be that "Mr. Ledwith was to furnish the materials specified in the agreement as they might be needed by the mason in the progress of his work."

They do not understand the materials mentioned in the contract to mean raw materials, such as plank, but materials *fit for use* in carrying on the building. The damages sustained by Mr. Ledwith, if any, are then chargeable to himself, as being produced by his own acts. The Committee, however, anxious to do justice to the petitioner, have endeavored to consider the subject liberally, without reference to the legal rights of the parties. If in any spirit of equity, the petitioner has sustained a bona fide damage, although caused by his own misconstruction of the contract, they are willing to allow him a remuneration.

It appears that Mr. Ledwith had purchased a large quantity of lumber, for which the commissioner was unable to pay him. This inability on the part of the commissioner was construed by Mr. Ledwith into a violation of the contract. Supposing the contract violated he refused to proceed and furnish the window frames, &c. when called for by the mason.

The commissioner therefore engaged another to furnish the materials, Mr. Ledwith is left with this large quantity of lumber on hand which he alleges he was compelled to sell at a sacrifice. This sacrifice or loss amounting as near as the committee can ascertain to about \$379, they are of opinion should be allowed him. Also \$60 for shop rent. It appears that the petitioner has paid Messrs. Thompson & Hagner \$200 for legal advice. This item the committee are of opinion should also be allowed him.

Beyond these three items the committee cannot see wherein any bona fide loss has been sustained.

GAB'L. PRIEST, Chairman.

*Be it resolved by the Governor and Legislative Council, That Michael Ledwith be allowed out of the Tallahassee Fund the sum of six hundred and twenty-nine dollars, to be paid after Mr. Ledwith has executed a release in full to the Territory of all claims and demands, arising from his contract with the commissioner to perform certain work on the Capitol: provided, however that the commissioner shall not be required to pay this claim whilst it will in any way interfere with the progress or completion of the Capitol.*

#### ARTICLES OF AGREEMENT

*Between MICHAEL LEDWITH, of Tallahassee, Florida, of the one part, and C. G. ENGLISH, Commissioner of the city of Tallahassee, in behalf of the Territory of Florida, (pursuant to an act of the Legislative Council, entitled "An act to provide for building a Capitol, and for other purposes," approved March 4th, 1839,) of the other part.*

The said Ledwith, for the consideration hereinafter mentioned, doth hereby for himself, his heirs, executors and administrators, covenant, contract and agree to and with the said commissioner and his successors in office, to furnish the materials and execute the work on the Capitol of the Territory, mentioned in the following specifications, and agreeably to the accompanying plans and elevations, which plans and elevations are hereby agreed upon as constituting part of the present articles.

All the lintels, window frames, and sash for the building, for

twenty-six windows in the basement story, each of sixteen lights of twelve by eighteen inch glass, and for fifty-four windows in the other story, each of twenty-four lights of twelve by twenty inch glass. All the windows to be double hung with weights and pullies. The outside hanging stiles of the frames to be set four inches back from the face of the wall, to shew a face of three inches, and to be one and five eighths of an inch thick. The bottom rails of the sash to be four inches wide; the top rails and the stiles to be each two and a half inches wide; the meeting rails to be one and three eighths of an inch wide; the muntens to be doweled; the sash to be one and five eighths of an inch thick. The window frames and sash to be of heart timber, and the lintels of heart yellow pine.

The floors of the two upper stories and of the porticos—the boards to be yellow heart pine, free from knots, one and a quarter inch thick, about five and a half inches wide, and to be secret nailed to rest, (except the two large passages in the middle of the building,) on joists three inches thick, twelve inches deep, and sixteen inches from centre to centre. The joists in the two middle passages to be three inches thick, fourteen inches deep, and sixteen inches from centre to centre, and to be strengthened by three rows of bridging. The joists to be of yellow pine, to shew heart on two sides and two edges, their whole length; to be of uniform depth, and to have their under edges on a level.

The entire entablature and pediments of the porticos to be of wood, and to be constructed with a good and sufficient frame to sustain the roofs of the porticos.

All the projecting cornice of the body of the building, which must run entirely around the building, and be continued up the gables to lay pediments. This cornice to be of wood, and to contain the eave-gutters.

The wall plates to be of the width of the top of the wall, to be three inches thick, and to be of heart yellow pine.

The entire roof of the building and porticos, both frame and covering. The framing to be principal, with two queen posts, strongly trussed. The principal rafters not to exceed ten feet from centre to centre—the common rafters two feet. The girders to be strengthened by three rows of timber crosswise. The timbers for the frame to be heart yellow pine. The covering of the roof to be slate, and the valleys and the gutters behind the chimneys to be lined with lead or copper, of sufficient width to prevent leakage. The covering to be of copper seven inches wide, to be constructed in the cornice. Eight conductors of copper, each four inches in diameter.

The said Ledwith doth hereby bind himself, his heirs, execu-

tors, and administrators, faithfully to execute the work above specified, and in accordance with the accompanying plans and elevations, in a neat, substantial, and the best workmanlike manner, with materials of the best quality, and to have the window frames, lintels, and timbers for the floor ready by such time as to prevent any occasion for delay in the execution of the masonry, and to have the whole work completed by the fifteenth day of November, eighteen hundred and forty.

And in consideration of the premises, the said commissioner doth hereby bind himself and his successors in office, to pay to the said Ledwith, his heirs, executors and administrators, the sum of thirteen thousand nine hundred and eighty seven dollars, to be paid as follows: The value of the materials to be advanced as they are delivered on the ground, the residue upon the completion of the work.

And the said Ledwith doth further agree that he will execute any change which may be made in plan of said building, by said commissioner, a reasonable allowance being made, whether of increase or diminution of price, according as such change may occasion, increase or diminution of labor or materials for its execution.

It is further the understanding and agreement of the parties, that the payments for materials delivered, are not to be in less amounts than three hundred dollars.

In witness whereof, the said parties to this agreement have hereto set their hands, and affixed their seals at Tallahassee, on the fourteenth day of November, eighteen hundred and thirty-nine.

MICHAEL LEDWITH.  
C. G. ENGLISH.

In presence of Chas. C. Hall.

THE  
REPORT  
OF THE  
PRESIDENT AND DIRECTORS  
OF THE  
UNION BANK OF FLORIDA,

*To their Stockholders Assembled in Annual Meeting.*



Since the last meeting of the Stockholders, the President and Directors have had to perform a task alike delicate and difficult.

The Stockholders had scarcely adjourned, when a scrutiny into the affairs of the Bank was instituted, by a Committee of the House of Representatives, not only without the concurrence, but after declining the co-operation of the Senate.

In prescribing the manner of conducting such a scrutiny, the charter of the Bank provides in section 18.

“That the Board of Directors shall keep one or more books, in which shall be entered their rules, regulations, ordinances, and proceedings; which book shall at all times, be open for the inspection of any committee appointed for the purpose, by the Legislature; and such committee shall have access to all books containing the general accounts of the Bank, so as to ascertain the amount of cash on hand—the amount of notes in circulation—the balance due to and from other banks, the amount of deposits—the amount of bills, notes, or bonds discounted, and all the other affairs of the said bank, so as to know its true situation, and to be enabled to make a true report thereof to the Legislature. *Provided*, That said committee shall not have a right to examine the individual accounts of the customers of the bank.”

Your Board believed that a committee authorised to examine into the condition of the Bank, should have been appointed by both branches of the Legislative Council, since neither house, singly, constitutes the “Legislature.” But having nothing to conceal, which the Board had a right to disclose; and courting, rather than avoiding scrutiny, all the enquiries of the committee were met with alacrity and willingness, except such as related

to the "private accounts of the customers of the bank," which the charter had forbid them to publish.

In the progress of the investigation, there was manifested, as the subsequent report of the committee clearly demonstrated, a decided hostility to the Bank, and a predetermination to condemn it.

The most innocent, nay the most commendable transactions of the bank, with its stockholders and others, were construed into mismanagement, favoritism, or fraud; and while the report wound up with an equivocal acquittal of intentional wrong on the part of the Directors, its whole tenor, contradicting its conclusion, was calculated to leave on the public mind, the most unfavorable impressions with regard to their integrity, as well, as their capacity. Such constructions were put upon the legal effect of the charter, as to bring in question, not only the conduct of the directors, but the existence of the bank itself, and the faith of the Territory.

The Board of Directors felt it to be an imperative duty to correct the mistatements, and meet the arguments of the two committees of the House of Representatives; and did so, in a reply, the appearance of which was long delayed, by the state of the press, intrusted with its publication.

In the *interim*, as was foreseen by the directors, and must have been anticipated by the authors of the two injurious reports, the credit, and charter, as well of the Territory, as of the Bank, suffered materially at home and abroad; extinguishing for the present, all hope of effecting a sale of the \$704,000 of Territorial bonds which had been left in London.

Had the conduct of the directors even merited their unjust censures, it would not have justified the House of Representatives in a course productive of great, public and private injury, without the alleviation of one public good.

As a Florida institution, in whose failure, or success, are involved the fortunes of a large number of her citizens, the bank ought to have received *help*, and not *harm*, from the Representatives of the people.

In its inception, and during various stages of its being, the bank had received the sanction of seven successive Legislative Councils, as well as of the judicial tribunals of the country. This consideration alone, should have restrained the House of Representatives from denouncing the legality of the acts of their predecessors.

The confidence of the Stockholders, who had mortgaged their estates; of the strangers abroad, who had supplied its cap-

pital; and of the people of Florida, who had given credit to its paper, was based upon a reliance on the justice, good faith, and sound policy of the Territorial Government. All those principles were violated by the House of Representatives, in its extreme anxiety to destroy the banks.

The Territory was suffering in consequence of a supposed depreciation of its currency; the depreciation was attributed to a redundant bank circulation; the odium naturally fell upon the banks, and it was thought that their destruction, would prove a popular remedy.

If a redundant circulation had been the cause of the evil, the remedy would have been obvious, and easy. The cure would have been certainly and speedily effected by a curtailment of discounts.

The true cause of the evil, however, is the foreign indebtedness of the Territory; an indebtedness which, in amount, has greatly exceeded the value of the exports of the country: in other words, an unfavorable balance of trade. In the creation of this indebtedness, the banks have had no agency. It has been the act of the merchants and planters of the Territory. And if by curtailments, the bank could have withdrawn from circulation, every dollar of its notes, the measure would have neither paid one dollar of northern debt; nor have reduced the rate of northern exchange, one per centum; although it would have ruined many individuals, and would have greatly added to the embarrassments of the Territory, by depriving it of a currency, which, at home, at least, subserves all the purposes of specie; and is only said to be "depreciated," because it will not pay a debt in New York.

So far from being *redundant*, the amount of the bank circulation of the Territory, is less, by one half, than it was, prior to the suspension of specie payments. And so far as this bank is concerned, the circulation will continue to be reduced.

In this country, no institution can long oppose public opinion, however mistaken that opinion may be. This bank has yielded to the current of prejudice, and throughout the past year, has persisted in a rigid curtailment of discounts. During that time, it is not recollected that new discounts to the extent of ten thousand dollars have been granted. It is presumed that the same course will be pursued by our successors, until the whole circulation of the bank shall have been withdrawn. And *then*, when no demand can be made upon it, the bank may make the empty boast of "being ready to pay specie." Then, too, the people will see, that in grasping at a *shadow*, they have lost the *substance*.

The evil under which the country suffers, admits of but two remedies—**TIME, or CREDIT.**

*Time*, for the production, and sale, of future crops; which, aided by strict economy, will pay our foreign debt.

*Credit*, which would enable us to anticipate the benefits of those crops.

If the last House of Representatives had been as anxious for the resumption of specie payments, as for the destruction of the bank, their true policy was obvious.

The bank owns, as has been stated, seven hundred and four thousand dollars of the bonds of the Territory, forming so much of its capital. The sale of those bonds would produce a two fold effect, in facilitating a resumption of specie payments.

1st. The payment of so much of the Northern debt of the bank of the Territory.

2d. The reduction of the circulation of the bank by a sale of the northern exchange, which the price of the bonds would place in its possession.

Those results would have obviated the necessity of measures which must press onerously upon all, and ruinously upon many. But intent upon a more favorite object, the last House of Representatives declared the bonds *void*; the bank *bankrupt*; and the Territory *faithless*.

The hope is indulged, that the present Legislative Council will be actuated by a better feeling; and that its measures will be conservative, rather than destructive.

By a harmonious co-operation of the Legislature, the people, and the bank, the evil, now existing, may be removed without great injury to the country.

The sale of the Territorial bonds will enable the bank to resume specie payments.

It is true that their value has been reduced by the conduct of the last House of Representatives. But it is in the power of the present Legislature to do much for the restoration of the credit, and character of Florida. Let her no longer occupy that "bad eminence" of furnishing the only Government in the civilized world, which denies the obligation of its contracts.

Confidence in the faith of the Territory may be restored by more prudent counsels; but it is futile to expect that the Territorial bonds can be sold for more than the bonds of older and richer States, whose Legislatures have ever manifested a determination to sustain their honor and credit.

The bonds of all the States are now selling for less than par.

Therefore, while the restriction in the charter of the Union Bank remains; no sale, can be made of the Florida bonds.

The bank has been discounting for three years upon that portion of its capital, which was expected to be obtained by the sale of these bonds, and the interest from this fund during that time, has exceeded 25 per cent, so that a sale of the bonds at 75 per cent, would still leave the bank without loss on them.

The terms of the sale may, therefore, be safely left to the discretion of the Directors, whose personal interests, as well as public duty, will forbid any unnecessary sacrifice.

The right to sell at a discount, will not necessarily cause such sale, or discount, to be made. The bonds may be hypothecated, as collateral security for the payment of the *Bank bonds*, to which reference will presently be made; and before the maturity of the bank bonds, the credit of the Territory may be completely restored, and a sale of them be effected at *par*, or at a premium.

While the restriction continues, it is obvious, that they cannot be hypothecated with the same advantage to the bank, or to the Territory.

A repeal of the restriction in the 34th section of the charter will do more for the restoration of *specie payments*, than every other act of legislation to which resort can be had.

Under the complicated difficulties of their situation, your Directors have done all that was in their power; and have tried to effect more than circumstances at home and abroad, have enabled them to accomplish.

They have paid to the Bank of the United States, two hundred and thirty-seven thousand dollars, in part of the debt which had been contracted for the purpose of paying protested checks of this bank, unadvisedly drawn, before the return home of the President, or the provision of adequate funds to meet them.

This payment, with the purchase of cotton, and advances upon it, in order to provide the interest upon the Territorial bonds, necessarily caused a great increase of the circulation of the bank; so that between the 20th November, 1839, and the 18th of March, 1840, the circulation of the bank had been augmented from \$293,000, to \$653,000, making an increase of \$360,000.

To reduce this circulation, the bank has, throughout the whole year, persevered in a curtailment of its discounts; and the rate of curtailment would have been greater, if there had existed a hope that further exaction could be complied with. But with a crop of cotton, less, by one half, than that of 1839,

no increase of the rate of curtailment can be effected, until another crop shall have been brought to the aid of the country. This is demonstrated by the amount of notes, which have been put in suit since the last annual meeting, as well, as by the amount of unquestionably good paper, now under protest from the inability of the parties to pay their curtailments. It will become more apparent, by the large amount of new suits which will swell the court dockets at the next spring term.

By curtailments, payment of interest upon renewals, and other measures, which will be mentioned presently, the circulation of the bank, which, on the 18th of March, last, was \$653,000, has been reduced to \$355,667, including \$7825 of the notes of the Central Bank, the greater part whereof, have probably been destroyed, or lost. But for the payment of the interest upon the capital of the bank, and the heavy losses upon cotton, substituted for inland exchange, for the purpose of paying that interest, the circulation of the bank would have been less than one half of its present amount.

The unprecedented short crop of the past year has now been sold, and its avails disposed of.

The annual interest payable to this bank, exceeds \$270,000. And there are arrears of interest now due to it of \$110,000. So that, the interest alone, which should be received by the bank in the course of the year, greatly exceeds its circulation.

The suits already instituted by the bank, and upon which judgment will probably be obtained, at the spring term of the courts, also greatly exceed in amount, the circulation of the bank. And there are other suits, besides those of the bank, and to a much larger amount, upon which judgment will be obtained at the ensuing spring terms.

Until the proceeds of another crop can become available, what is there besides the circulation of this bank, which can be used in the liquidation of this immense amount of indebtedness?

These are facts, meriting the consideration of this general meeting, and which will claim the serious regard of those, to whom the Stockholders may commit the management of the bank for the ensuing year. They deserve the consideration of the people of Florida; and are not unworthy of the notice of their Representatives.

Besides curtailments, your Directors adopted other measures for the reduction of the circulation of the bank.

They issued post notes, payable in New York, at periods not exceeding two years, with interest at the rate of seven per centum per annum, payable half yearly. This was done with a double object.

1st. To increase the value of the notes of the bank, by making them convertible into paper, which, besides bearing the legal interest of New York, has attached to it, no uncertainty, as to the future rate of exchange between that city, and Tallahassee.

2d. To fund present liabilities, by converting them into a loan to be repaid in the year 1842.

To inspire confidence in the punctual payment of those post notes, some of the directors agreed to make themselves personally responsible by indorsing them.

Strangers cannot be expected to possess such a knowledge of the condition of the bank, as to know whether it is really entitled to credit. Moreover, universal distrust, had been the natural offspring of the reports of the committees before referred to. But the Directors, and Stockholders, from their connection with the bank, must possess a knowledge of its true condition. And when they gave proof of confidence in its soundness, by making themselves and their estates responsible for its debts, the confidence of strangers it was thought would not be withheld.

These were the motives which actuated the indorsers of the post notes, and also of the *bonds of the Bank*, of which, mention will presently be made.

Besides post notes, the Directors issued bonds of the bank, in the hope that a loan might be effected in New York, to such extent, as would enable it to resume specie payments: but the object was found unattainable. Only a small amount of them, payable at a short date, were sold to meet an immediate and urgent demand.

Disappointed, yet determined to spare no effort which gave a hope of attaining their great object, of a resumption of specie payments, the Board of Directors decided to try the European market, and for that purpose, caused *bonds of the bank*, to be prepared to the amount of one hundred thousand pounds sterling, made payable in London; and to bear such rate of interest, and to become due, at such periods as might be agreed on with the purchaser.

The Cashier, General Mercer, had previously gone to New York to arrange the payment of the July interest upon the Territorial bonds, payable in New York, London and Amsterdam; to negotiate the exchange of certificates of deposit, held in New York, for post notes; and to attend to other interests of the bank, requiring his presence in that city. The sterling bonds were, therefore, sent to him, with a request that he would proceed to Europe, for the purpose of effecting a loan.

In the *interim*, however, M. Jaudon, the Agent of the Bank of the United States, in London, had arrived in the United States, and after some interviews with him, the Cashier, with the concurrence of the Board of Directors, committed the agency for the sale of the sterling bonds, to that gentleman, whose high character for financial talents, unquestioned integrity, and established connections abroad, give assurance that a sale will be effected, if practicable.

Late intelligence from London, tells of his success in obtaining a loan for the use of the Bank of the United States. His connection with that institution required that his first efforts should be given to its interests.

A sale of the sterling bank bonds, will enable us to pay the balance still due to the Bank of the United States, and moderate curtailments during the year now commenced, to discharge every liability of the bank. The repayment of the bonds, and post notes will be made from the receipts of interest, and curtailments spread over one, two, three, and four years, which will bring as many crops to the aid of the debtors of the bank. Under such circumstances Florida would pass, with little damage, through the ordeal, which in adjacent States, has been attended with blighting effects.

After having, with great ability and success, achieved the objects of his mission, among which was the payment of the January interest upon the Territorial bonds, the Cashier has returned to his post in the bank, to aid in devising, and executing such further measures, as may be necessary for the complete restoration of its credit.

Since the last annual meeting of the Stockholders, the amendment of the charter on the subject of delinquent stock has been twice put in force.

Delinquent shares were advertised to be sold on 24th of June last, when 144 shares were sold at a premium of twenty five dollars per share. The other shares which had been advertised, were redeemed before the day of sale.

Another sale was advertised for the 16th of December, and before that day, all but one of the Stockholders had redeemed their shares; leaving 232 shares, delinquent, which were sold at public auction, for a premium of twenty-nine dollars per share. But it having since appeared, that the sale had been advertised in only one newspaper in Tallahassee, the purchasers have been supplied with shares previously held by the bank, and the delinquent stockholders, apprised by the Directors, of another opportunity of avoiding forfeiture by paying their arrears of interest.

For reasons unknown to the Directors, the committee appointed by the Stockholders, at their last annual meeting, to examine, and report the condition of the bank, have failed to make the required examination. The members of the committee were duly notified of their appointment.

In compliance with the injunction of the Stockholders, the Board of Directors have contracted for the building of a fire proof banking house, on the same lot with the present banking house. The building has a front of 33 feet, and is 51 feet in length. The banking room is 28 by 30 feet in the clear—a Presidents room 14 by 15½ feet in the clear—and a vault for books and papers 11½ by 15½ feet in the clear.

The rooms will be floored with marble. By contract, it must be completed by the 25th of next month, (March.) The contract price is \$11,700; but as the bank had to furnish granite, for steps, sills and coping, the cost will be two or three thousand dollars more.

The size and plan of the building were directed by a compromise between differing opinions among the Directors; and until some addition shall be made to it, the board must continue to use the present vault, and banking room.

The Board of Directors have resolved to close the agency at St. Joseph, as soon as practicable.

The Board of Directors have been informed that, unmindful of the divine injunction that "whatsoever you would that men should do unto you, do ye even so to them," specie is demanded in satisfaction of judgments, by persons who are themselves indebted to this bank; and even by parties against whom the bank has unsatisfied judgments. These parties say to the bank, "have patience with me, and I will pay thee all;" while they take their "debtor by the throat," and demand of him the pound of flesh; refusing to receive in payment, from him, that, which would pay their own debt to the bank!!

It is submitted to the Stockholders, to say, whether the new Board of Directors should not be instructed to enforce immediate payments of any debt due to the bank, by a party thus exacting specie from his debtor, and, also, to use any judgment which the bank may hold against such creditor, so as to protect his debtor.

At the last general meeting the following resolution was adopted:

*Resolved*, That the Chair appoint a committee of four, to whom shall be referred the subject of the cash stock amount, of various individuals, with the bank; with instructions to inspect and adjust the same, and make report thereof to the Board of Directors, who, if they shall not concur in the same, shall refer the final question thereon, to the Stockholders, in general meeting.

The Chair appointed the following gentlemen on the Committee, viz: Rich'd. C. Allen, Jno. D. Edwards, A. M. Gatlin, and H. W. Braden, Esquires.

The Committee met in the month of March, last, and adopted a report which will be submitted to this meeting. They unanimously awarded, that John G. Gamble should be paid for his shares of cash stock cancelled by the Board of Directors the sum of twelve and a half dollars per share.

This report was acted upon by the Board of Directors, in the absence of the President on the 30th December, 1840.—Nine Directors being present.—Col. Williams being detained at home by the illness of his family, and Doct. Holland, having resigned.

By a vote of 5 to 4, the Board refused to confirm the award of the committee. The matter is therefore referred back to the Stockholders, pursuant to their resolution.

A statement of the liabilities of the directors is hereunto annexed. All which is respectfully submitted.

February 1, 1841. JOHN G. GAMBLE, *Pres*