1-2-1846

Charles. M. Gibson

29th Congress, 1st Session. Rep. No. 28. Ho. of Reps.

CHARLES. M. GIBSON.

[To accompany bill H. R. No. 34.]

January 2, 1846.

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

REPORT:

The Committee of Claims, to whom was referred the petition of Charles M. Gibson, report:

That, from the evidence filed in the case, the facts seem to be these: The petitioner, residing in the county of Fauquier, Virginia, sent, in the year 1838, a wagon and team to Florida under the charge of his servant, Nelson, and in company with one Thomas Latham, who was in the habit of taking wagons from Fauquier to Florida for sale; which wagon and team were taken into the service of the United States, with other wagons, on or about the 19th February, 1839, for the purpose of transporting forage, &c. from St. Mark's to camp Wacissa, by the authority of Captain R. H. Peyton, then acting quartermaster at St. Mark's; that while on the way to Wacissa, and about fifteen miles from St. Mark's, the wagons were attacked by a body of Seminole Indians, with whom the United States were then at war, and that of Mr. Gibson, with the exception of the front wheels, captured and destroyed. With the team and front wheels Nelson, the driver, succeeded in making his escape; but the wheels, it appears, were taken and retained in the sevice of the United States. So that the disaster, it may be considered, occasioned to Mr. Gibson the entire loss of his wagon, worth in Florida at the time, as appears from the evidence, not less than $300.

By the third section of an act entitled "An act to provide for the payment of horses, and other property destroyed in the military service of the United States," approved January 18th, 1837, it is provided "that any person who sustained, or shall sustain damage by the loss, capture, or destruction by an enemy of any horse, mule, or wagon, cart, boat, sleigh, or harness, while such property was in the military service of the United States, either by impressment or contract, except in cases where the risk to which the property would be exposed was agreed to be incurred by the owner, if it shall appear that such loss, capture, or destruction was without any fault or negligence on the part of the owner, shall be allowed and paid the value thereof."

The evidence imputes no fault or negligence to the driver, nor does it appear that there was any stipulation on the part of Mr. Gibson to incur the risk to which the property would be exposed. The committee are of opinion, therefore, that the case comes within the provision of the act above referred to, and that the petetitioner ought to receive compensation for his wagon, and report a bill accordingly.

Ritchie & Heiss, print.