

2-1-1855

## Report : Mr. Brainerd

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IN THE SENATE OF THE UNITED STATES.

FEBRUARY 1, 1855.—Ordered to be printed.

Mr. BRAINERD made the following

REPORT.

[To accompany bill S. 581.]

*The Committee of Claims, to whom was referred the petition of Joseph Loranger, report:*

The petitioner asks compensation for a house and other property destroyed by the enemy in 1812.

It seems to be well established by the testimony before the committee that the claimant was the owner of a dwelling-house, store, and other buildings, at the rapids of the Miami, in which was stored a quantity of provisions which had been provided for the United States army; and that, shortly after the capitulation of Detroit, these buildings were destroyed and burnt by the Indians, in consequence of their being thus occupied by stores for the army. This property is estimated by the witnesses at from \$1,500 to \$2,000.

Samuel Egnew swears that he was employed by General Harrison to aid the contractors in procuring provisions for the army, and that, on the day previous to the commencement of the fighting which resulted in the defeat of General Winchester, he called on Joseph Loranger, in Frenchtown, who kept a store, and had flour and grain on hand, and contracted with him for all the flour he had and for all he could procure. Soon after the defeat ensued, and Loranger fled for the army, and remained in the service until the close of the war as a volunteer. He further states that he never paid him any money for the flour, and never received any to pay, but understood that all his goods, grain, and flour were taken and destroyed by the enemy. All the goods in the store are estimated by another witness at \$1,200; but it is not stated how large a portion of it consisted of flour or grain.

Under all the circumstances, the committee have come to the conclusion that the claimant is entitled to compensation for his buildings, on the ground that they were destroyed while being used as store-houses for the army supplies. They think, also, that he would be entitled to pay for the flour which had been contracted for by the agent for procuring provisions for the army, if the quantity were clearly shown; but, as it is not, it is thought to be equitable to allow the claimant the highest valuation placed upon his buildings by the evidence in the case, and to disallow all other items of claims; in accordance with these views, the accompanying bill is submitted.