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William D. Latshaw.

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WILLIAM D. LATSHAW.

JUNE 15, 1860.—Ordered to be printed.

Mr. S. MOORE, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom were referred two memorials from William D. Latshaw, together with the affidavit and accompanying papers presented in support of his claim, having duly examined the same, beg leave to report:

The claimant entered into a contract for the survey of certain public lands situate in the Territory of Kansas. After commencing the execution of his contract and making some considerable progress therein, his oxen were stolen from him by the Pawnee Indians, and the further prosecution of the survey thereby prevented. On application to the Indian department claimant was allowed and paid the sum of two hundred and fifty dollars, being the actual value and cost of the stock so stolen, this amount being retained, in pursuance of the treaty stipulation with said Indians, out of the annuities due and payable to them by the government of the United States. The claimant now seeks to be allowed a further sum to indemnify him for such loss and damages as he sustained by being compelled to suspend operations before the completion of his contract.

Your committee regard this as a claim for consequential damages merely, and one which, upon no correct principles of law or equity, should be allowed. The claimant has already recovered the actual value of the property lost by him; and, as he took the contract subject to all its risks and responsibilities, he has no just claim upon the government for any additional sum of money.

The other claim presented by the said William D. Latshaw seems to be entitled to even less consideration than the one already examined. This is a claim for eight hundred and sixty-three dollars, a part of the consideration for the work actually performed by said claimant. This amount, or a draft therefor, was sent to John Calhoun, late surveyor general of Kansas and Nebraska, by the Commissioner of the General Land Office at Washington, in pursuance of the written request of claimant, the latter having previously given a power of attorney to said Calhoun to receive, collect, and pay out the same.

Calhoun having collected the money and failed to apply it to the payment of the debts of the said Latshaw, according to his agreement, and having since died wholly insolvent, the government of the United States is now called on to pay this amount of eight hundred and sixty-three dollars to claimant.

Your committee can see no just ground upon which to rest such claim. The government did all that it was incumbent upon it to do. The draft was sent to the person authorized to receive and collect it. The transaction was altogether a private one, and no other or greater obligation devolves upon the United States government to pay this amount to claimant than there is to pay all the debts left unpaid by the said Calhoun.

The committee ask to be discharged from the further consideration of the said petitions.