

IN THE SENATE OF THE UNITED STATES.

APRIL 1, 1872.—Ordered to be printed.

Mr. BOREMAN made the following

REPORT:

[To accompany bill S. 889.]

The Committee on Claims, having considered the claims of Joseph Segar, of Virginia, for compensation for use and occupation of his farm by the United States during the late war of rebellion, make the following report:

On the 24th day of May, 1861, by order of General B. F. Butler, then in command at Fortress Monroe, the farm of said Segar, in Elizabeth City County, in the State of Virginia, containing about four hundred and fifty acres, nearly three hundred of which were in a state of cultivation, and immediately adjoining Fortress Monroe, was seized for the use of the armies of the Union, and a large military force at once encamped upon it.

The said farm was occupied by the United States for camp and drilling grounds, hospitals, stables, officers' and soldiers' quarters, and barracks, workshops, and other military uses, until the end of the war, and possession was retained by the United States military authorities until the 1st day of January, 1867—nearly two years after the close of the war. But the petitioner admits that he has received the rent from April 2, 1866, the date of President Johnson's peace proclamation, to January 1, 1867, when the farm was restored to his possession.

The Government possession and use of the farm was not casual or temporary, as in the march of an army through a hostile country, but a deliberately planned and intended permanent possession, to end only with the public exigency that called for their use and occupation.

That exigency continued until the end of the war, and in greater or less degree for nearly two years thereafter.

For this continued use and occupation (which the evidence shows to have been indispensable to the Government) the petitioner now asks compensation.

It will not be denied that if the claim were for the payment for quartermaster or commissary supplies, as corn, oats, &c., it would be at once recognized as valid; but it is difficult to perceive why a discrimination should be made against the land that produces the supplies.

The Constitution, in providing that private property shall not be taken for public use without just compensation, makes no discrimination for or against any species of property. It uses the general term *property*;

and the obvious meaning is that *no* property of the citizens shall be taken for public use but on just compensation.

If it be claimed that a state or war suspends the constitutional provision for just compensation, the answer is at hand that the decisions of the Supreme Court and Court of Claims both negative the idea of such suspension except during the actual existence of pressing emergency.

In the case of *Harmony and Mitchell*, (13 Hous. Rep., p 115,) a case which arose during the Mexican war, the Supreme Court decided that the citizen must be paid the full value of his property taken. War did not, in that case, impair the obligation of the Government to make indemnity.

And in the case of *Grant vs. The United States*, which originated during the late war of rebellion, and which involved real estate, the Court of Claims held the Government bound for full compensation.

These decisions show that indemnity runs as well in time of war as of peace.

If it were otherwise, property, the great current of human society and the mainspring stimulus of human energy, might be totally and irretrievably sacrificed in time of war.

War does not abrogate this sacred principle and invaluable safeguard of the Constitution. Its only effect is to suspend actual payment until the exigency which called for the taking of the property has ceased, when the Government obligation to provide indemnity instantly recurs in all its force.

The true law of the case is perspicuously expounded in the official opinion of one of the ablest jurists of the country, (speaking in regard to the payment of tolls on a turnpike road in Kentucky,) which is in the following words:

In accordance with the principle which is incorporated into our national and State constitutions, it is the invariable practice of the Government of the United States, both in peace and in war, to pay for the property of all loyal citizens that, either by purchase or seizure, may be appropriated to its use. (Digest of Opinions of the Judge Advocate General of the Army, p. 29, edition of 1865.)

And this ruling is but in accordance with the great principle of right announced in the Supreme Court decision in *Mitchell and Harmony*, that "when the citizen has done nothing to forfeit his rights, every public officer is bound to respect them, whether he finds the property in a foreign or hostile land, or his own."

That is to say, if he is a loyal citizen, and a public officer touches his property except under the pressure of overruling public exigency, the officer is a trespasser, and liable in damages for the trespass.

It may be well here to note a fact bearing on this point, that rents, under the statute-heads of "quarters and barracks," have been paid from the foundation of the Government to the present time.

The evidence filed with the petition shows very great damage to have been done the farm during the military occupation, by deep excavations and high embankments, removal of the soil, and the total destruction of the farm-houses, wood, timber, and fencing.

In reference to the amount of rent for use and occupation of his farm, the petitioner files the proceedings of a board of claims, convened by Special Order No. 49, from Headquarters District of Henrico, Richmond, Virginia, July 3, 1865, and in session at Fortress Monroe, Virginia, by virtue of Special Order No. 307, from Headquarters Department of Virginia, Richmond, Virginia, November 23, 1865.

This board consisted of Lieutenant Colonel Charles P. Baldwin, Eleventh Maine Infantry, president; Captain George C. Scammon, Eleventh

Maine Infantry, recorder; Major Thomas F. Edwards, Twenty-fourth Massachusetts Infantry.

This commission made "a personal inspection of the lands in question, (in company with Mr. Segar,) eliciting such facts as to their occupancy by the Government as were deemed important by the board."

They examined Mr. Segar on oath, and also sundry other witnesses. (For evidence in detail see report of board.)

The following is the award made by this board on the 30th of November, 1865 :

After a mature consideration of the evidence in the claim and the facts adduced thereby, as well as the nature and extent of the property in question, the board submit the following

REPORT :

I. The property in question is private, and is owned by Mr. Joseph Segar, of Hampton, Virginia. It consists of a farm of four hundred and forty-seven (447) acres, with a dwelling-house thereon.

II. Mr. Segar is a loyal man, and has been so through the entire war.

III. The entire property was taken possession of May 24, 1861, by order of General Butler, for military purposes, and was so occupied until the 1st day of April, 1863. At that date the dwelling-house, with garden attached, was restored to Mr. Segar. The remainder of the property continued in the possession and use of the United States, and is still used by them.

IV. From the 1st of April, 1863, the date on which Mr. Segar got possession of his dwelling-house, to the 1st of April, 1864, the dwelling-house was occupied by Captain Hunt, United States Army, who paid Mr. Segar four hundred dollars (thirty-three and one-third dollars per month) as rent therefor.

Since the 1st of April, 1864, Mr. Segar has had the use and possession of the house himself. Subsequently to the evacuation of Richmond, and prior to the 24th day of November, 1865, he has received as rent for portions of his farm, from private parties, the sums of fifty-six (56) and seventy-five (75) dollars, as appears by his own testimony, and by a document hereto attached, marked I. In the opinion of the board these sums, respectively, should be deducted from the amount to be paid him by the Government.

V. The board therefore recommend that the following allowances of rent be made to Mr. Segar by the Government for the use of his property :

From May 24, 1861, to April 1, 1863—1 year 10 months and 7 days, at \$400 per month.....	\$8,893 33
From April 1, 1863, to April 1, 1865—2 years, at \$400 per month, minus house-rent, \$33 33 per month for the time.....	8,800 00
From April 1, 1865, to November 24, 1865—7 months and 23 days, at \$400 per month, minus \$34 33 per month for this time, and deducting from this amount \$131 rent received by Mr. Segar from private parties.....	2,716 77
Making the total amount due Mr. Segar.....	<u>20,410 10</u>

VI. The board recommend that so long as the Government shall continue to occupy the same portion of Mr. Segar's farm that it now does, that from and after the 25th day of November, 1865, a rent of \$363 77 per month be paid for it, provided Mr. Segar does not receive any rent from private parties for any portion of the land.

CHAS. P. BALDWIN,

Lieut. Col. Eleventh Maine Vols., President.

THOMAS F. EDWARDS,

Major Twenty-fourth Mass. Infantry.

GEO. C. SCAMMON,

Captain, Maine Infantry, Recorder.

The value of the farm to the Government in its military operations is very strongly set forth in the testimony. That of the military authority is to the effect that the farm of the petitioner was "of incalculable value and importance to the Government as a rendezvous for troops, for the collection of war materials, for the stabling of horses, for the running of work-shops, &c., &c., and that from its proximity to the fort, and extent of area, it was absolutely indispensable." On this point the evidence is abundant and marked.

The merits of the petitioner's claim are supported by numerous documents filed therewith, numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, and which are herewith submitted in the form of appendix as a part of this report.

The petitioner claims that he should be paid rent for his farm from May 24, 1861, to April 2, 1866, as assessed by the board of claims, before referred to, according to which assessment the following is the state of the account between the petitioner and the United States:

From May 24, 1861, to April 1, 1863—1 year 10 months and 7 days, at \$400 per month	\$8,893 33
From April 1, 1863, to April 1, 1865—2 years, at \$400 per month, minus house-rent, \$33 33 per month for the time	8,800 00
From April 1, 1865, to November 24, 1865—7 months and 23 days, at \$400 per month, minus house-rent, \$33 33 per month for this time, and minus \$131, received by petitioner from private parties	2,716 77
From November 25, 1865, to April 2, 1866, the date of peace establishment	1,565 00
Total rent from May 24, 1861, to April 2, 1866	21,975 00
From which should be deducted the sum of \$3,776, paid petitioner by Freedmen's Bureau	3,776 00
Leaving balance	18,199 00

But a majority of the committee, having some doubts as to whether the petitioner should be allowed the full measure of rent as assessed by the military board as above set forth, have come to the conclusion to recommend that he be paid the gross sum of \$15,000 as the balance due him on account of rent, for which they herewith report a bill.

The committee have made no allowance for interest nor for destruction of buildings or other damage, although, as above stated, the evidence shows that petitioner suffered greatly in damage done to his property; yet as this is not comprehended by the prayer of his petition, nor was the evidence directed to that question, the committee have not taken the same into consideration.

APPENDIX.

PAPER NO. 1.

Statement of General Butler.

"The circumstances under which the occupation of your property near Hampton, called by you Roseland, occurred were these: On the 22d of May I came to Fortress Monroe to take command of the department. On the next day I had a consultation with Colonel DeRussy as to the best place for encamping the troops then about to arrive. I was fully determined to encamp them. The site was then determined upon. On the same day I directed my chief of staff to select proper sites for camps within the section indicated, and that the ground should be taken possession of for that purpose, and that the owners should be notified that it was so taken by the United States for a military exigency. I am informed that you, being ascertained to be the owner, were so notified, and I believe this to have been done. For the details of the proceedings I refer you to the letters of Captain Stewart and Major Fay, United States Army, inclosed herewith. I also was informed that there was upon the land and in your store-houses certain property very useful to any troops, which I caused to be taken. * * * Afterward I ordered a board of survey to adjudicate upon the damage done to your property by taking it for the service of the United States. There is now in the office of the adjutant general of the department the report of this board, to which I have certified my approval."—(See original letter of General Butler, June 25, 1861.)

PAPER No. 2.

[Special Orders No. 2.]

HEADQUARTERS DEPARTMENT OF VIRGINIA,
Fort Monroe, Virginia, May 26, 1861.

I. A board of officers, to consist of Colonel A. Duryea, Fifth New York Volunteers; Lieutenant Colonel G. K. Warren, Fifth New York Volunteers; Brevet Major William Hayes, captain Second Artillery, will assemble at the camp of the Fifth Regiment New York Volunteers, at 12 o'clock m., to-day, or as soon thereafter as practicable, and make an inventory of such property belonging to Mr. Joseph Segar, of Elizabeth City County, Virginia, as it may be necessary to take for the use of the Government of the United States; also of such forage, mules, wagons, and other property as Mr. Segar may be willing to dispose of.

The board will also fix the valuation upon the property, and assess carefully and report the damage done to Mr. Segar's farm by the occupation of the troops.

Second Lieutenant Watson Webb, Third Artillery, is detailed as recorder of the board.

By command of Major General Butler :

GRIER TALLMADGE,
Assistant Quartermaster, Acting Assistant Adjutant General.

HEADQUARTERS DEPARTMENT OF VIRGINIA, SEVENTH ARMY CORPS,
Fort Monroe, Virginia, January 23, 1863.

Official:

D. T. VAN BUREN,
Assistant Adjutant General.

PAPER No. 3.

Testimony of T. S. Tennis, B. M. Johnson, K. Whiting, and General A. B. Dyer.

We certify to the following facts: On the 23d day of May, 1861, the popular vote was taken in Virginia on the ratification or non-ratification of the secession ordinance. On that day the county of Elizabeth City was in State possession, and on that day a number of the citizens of the county left, owing to the marching of a regiment, that of Colonel Phelps, to Hampton, in the evening of the day, which regiment did no hostile act beyond its appearance in Hampton, at which place the election was being held. On Monday following, the 27th of May, nearly all the citizens in the county left, leaving behind those chiefly who were not willing to engage in the rebellion, and leaving the county, without the exercise of any Federal military force or operation, quietly in possession of the loyal citizens and of the arms of the United States. After the 27th of May, 1861, to the end of the war, the county was in unresisted, quiet possession of the United States. [The facts as above stated are true.—Benjamin F. Butler, late major general.] We were loyal citizens, and among those who staid at home, unwilling to give up the Union.

T. S. TENNIS,
B. M. JOHNSON,
K. WHITING, P. M.

COUNTY OF ELIZABETH CITY, *to wit:*

I, William R. Willis, a notary public for the county aforesaid, in the State of Virginia, do certify that T. S. Tennis, B. M. Johnson, and K. Whiting, whose names are signed to the writing above, personally appeared before me in my county aforesaid, and made oath in due form of law that the statements therein set forth are true.

Given under my hand this 8th day of August, 1866.

W. R. WILLIS, *Notary Public.*

VIRGINIA, *Elizabeth City County, to wit:*

I hereby certify that W. R. Willis, before whom the foregoing writing was sworn, is a notary public for Elizabeth City County, Virginia, duly authorized to administer oaths, and that the above is his genuine signature.

Given under my hand and official seal this 8th day of August, 1866.

WM. S. HOWARD,
Clerk of Elizabeth City County Court, Virginia.

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, June 22, 1867.

I certify that I was stationed at Fort Monroe, Virginia, during the months of April and May, 1861, and, from my recollection of the events which occurred during that

period at Fort Monroe and vicinity, am satisfied that the statements contained in the affidavits of T. S. Tennis, B. M. Johnson, and K. Whiting, marked D, and bearing date 8th of August, 1865, as shown in the printed letter of the Hon. Joseph Segar to the President of the United States, are correct.

A. B. DYER,

Brevet Major General, Chief of Ordnance.

The originals from which the foregoing were taken were filed by me with the petition to the Senate of the United States, and were considered and acted on by the Senate Committee on Claims June 27, 1868, (see Senate Report 144, second session, Fortieth Congress,) have been lost or mislaid. General Butler also indorsed the statements of Messrs. T. S. Tennis, B. M. Johnson, K. Whiting, and General Dyer, and his indorsement has also been lost.

JOS. SEGAR.

Sworn to this 21st day of March, 1872.

[SEAL.]

H. CLAY JOHNSON,
Notary Public.

PAPER No. 4.

Statement of Captain Phillips and Brevet Captain Poland, United States Army.

FORT MONROE, VIRGINIA, May 15, 1868.

DEAR SIR: We, the undersigned, having been requested by you to inspect your farm with a view to estimating the damage done by the United States during the late war, make the following statement, viz: The farm was traversed through nearly its entire length by a railroad; the said railroad consisting, as is usual, of cuttings and embankments, the embankments being constructed of earth taken from the cuttings and from earth and soil taken from the sides of the road, extending in places to a distance of from 30 to 60 feet on each side. In various other places the soil has been removed for the use of the United States Government at Fort Monroe, having been hauled away on the cars, leaving deep holes; the said holes being so distributed as to render useless considerable land lying between them. The railroad and the holes above mentioned seriously interfere with the cultivation of the adjacent ground. In case the holes were filled up, and the railroad leveled, which could only be done at great expense, the ground would still be nearly worthless for the purpose of cultivation, on account of the loss of the soil. The ground could, undoubtedly, be put in its original condition, except as to the loss of the soil, at some expense, but what the expense would be we have no means of ascertaining. It would be almost an utter impossibility to put the land in its original condition for cultivation. We have made no surveys, and consequently cannot give the exact area of the land injured, but would judge from the hasty examination we gave that there was rendered unfit for cultivation from 8 to 10 acres.

We have the honor to be, sir, your very obedient servants,

CHAS. B. PHILLIPS,
Captain of Engineers, U. S. A.

M. L. POLAND,
Lieutenant of Ordnance, and Brevet Captain, U. S. A.

HON. JOSEPH SEGAR,
Hampton, Virginia.

PAPER No. 5.

Statement of officers of the Army.

FORTRESS MONROE, April 5, 1863.

The undersigned, officers of the Army, who were stationed at Fortress Monroe at the breaking out of the late rebellion, make the following statement, being so desired, and regarding it but just to the Hon. Joseph Segar, whose sacrifices for the Union we personally know.

The farm of Mr. Segar, being the land nearest to the fortress, being distant therefrom about three-quarters of a mile, was regarded as indispensable to the military operations of the Government, and was accordingly seized by order of General Butler immediately on his assuming command here.

Immediately thereafter large numbers of troops were encamped upon its fields, and,

during the entire war, more or less troops were stationed on them; and the colored troops raised in Virginia were drilled and encamped upon them until they left for the field, leaving their families there.

To the Quartermaster's and Commissary Departments this farm was indispensable and of the greatest value. Indeed, it is not easy to perceive how the military operations of the Government, so far as they were connected with Fortress Monroe, could have been carried on without the use of Mr. Segar's farm. We should say that few lands were of so great value to the Government during the war as this.

The farm was used for stables, hospitals, workshops of various kinds, and for almost every military purpose.

Necessarily, almost, the farm-houses, fencing, and fuel and timber were all destroyed; and from the destruction of these and other injuries the loss to Mr. Segar has been great, it may be ruinous. His claims upon the Government for indemnity are the stronger that his devotion to the Union was most ardent and uncompromising, and challenged the obloquy of his fellow-citizens who favored secession. We well recollect that when the celebrated outcry was raised about "turning the guns inland" arose early in the year 1861, Mr. Segar took sides with the Army and the Government, and ably and earnestly defended them in a spirited newspaper discussion with a number of the citizens of his county, which he then represented in the general assembly of his State. His conduct on this occasion elicited as it deserved the warm applause and regard of the Army.

T. G. BAYLOR,

Major of Ordnance and Brevet Colonel, U. S. A.

J. P. SANGER,

Joined post in September, 1861, Brevet Captain, U. S. A.

JAMES CURRY,

Second Lieutenant Fifth U. S. Artillery, late Colonel and Commissary Subsistence, Vols.

JOSEPH ROBERTS,

Lieutenant Colonel Fourth Artillery, Brevet Brigadier General, U. S. A.

WILLIAM HAYS,

Major Fifth Artillery, Brevet Brigadier General.

WM. ADAMS,

Captain and Ordnance Storekeeper.

PAPER NO. 6.

Colonel Whytal's statement.

NEW YORK CITY, April 16, 1868.

MY DEAR SIR: In reply to your inquiry, I beg to say that when I relieved General Blunt as depot quartermaster at Fortress Monroe, Virginia, on August 1, 1866, the farm owned by you, and known as Roseland, was still in possession of the Government, and was at that time covered with workshops, stables, dwellings, &c., the property of the Government.

In the autumn of said year I sold off the whole of these buildings, and on the 1st of January, 1867, gave you possession of the property. It seems to be almost needless for me to state what is well known to every one familiar with the fortress during the rebellion, that said farm was of incalculable value and importance to the Government as a rendezvous for troops, for the collection of war material, for stabling of horses, for the running of workshops, &c. Indeed, from its close proximity to the fort and extent of acres, it was, in my judgment, absolutely indispensable.

Most truly yours,

CHAS. G. WHYTAL,

Late Brevet Lieutenant Colonel and Depot Quartermaster.

HON. JOSEPH SEGAR, *Washington, D. C.*

PAPER NO. 7.

Colonel Biggs's statement.

GENEVA, NEW YORK, December 14, 1866.

DEAR SIR: In reply to your letter of 2d instant, I have to state that your farm near Fort Monroe, Virginia, which was used by Government for military purposes during the late rebellion, was of very great benefit to Government, and during the time that I

was chief quartermaster Department of Virginia and North Carolina your land was most extensively used by Government, and its use seemed indispensably necessary to the Quartermaster's Department. Not knowing the condition of your farm when Government took possession, I cannot estimate damages that may have been done to it. I can say there were but vestiges of improvements visible upon it when I took charge of Quartermaster's Department at Fort Monroe, except the temporary buildings erected by and belonging to Government. It must be apparent to any one acquainted with the location of your farm that it could have been rendered very profitable to its owner during the rebellion had he been undisturbed in its possession and use; and if we estimate the rental by the importance your farm was to Government, it should be liberal.

I am, sir, very respectfully, your obedient servant,

HERMAN BIGGS.

Hon. JOS. SEGAR,

Ebbitt House, Washington, D. C.

PAPER No. 8.

Letter of Quartermaster A. B. Blunt.

ASSISTANT QUARTERMASTER'S OFFICE,
Lincoln Depot, Washington, D. C., April 10, 1863.

This is to certify that I was on duty at Fort Monroe, Virginia, from the 20th of July, 1865, to the 31st of July, 1866; that during that period the farm of the Hon. Joseph Segar was occupied by the United States, several store-houses and the various Government work-shops having been erected thereon, and Mr. Segar was unable to use any portion of the farm (except his mansion) during the period specified, and that the use of the said farm was an absolute necessity to the Government, it being the nearest land to the fortress, and directly under its protection; and I have no hesitation in saying that the use of said farm was of great value to the Government, and facilitated military operations from that point.

A. B. BLUNT,

Brevet Colonel and Assistant Quartermaster, U. S. A.

PAPER No. 9.

Letter from Quartermaster James.

PHILADELPHIA, January 19, 1867.

DEAR SIR: I have your esteemed favors of 2d ultimo and 1st instant. The former was accidentally mislaid and overlooked, and for the delay in replying I beg pardon. You ask me to furnish you with my opinion as to the extent to which your farm Rose-land was necessary and useful to the Government during the progress of the rebellion, and whether the Government could have well gotten along without it. I have so often, in my endeavors to have your claim fairly presented in the departments—at least on two, if not three, different occasions—given my views fully as to the value of your farm to the Government during the rebellion, that it would almost seem like a work of supererogation to again attempt it, especially as I am now out of the service. Notwithstanding this, I cannot but reply, stating that it is my sincere belief that the Government is largely indebted to you for the use of your valuable property, without which it would have been utterly impossible for it to have got along during the rebellion. Without it we would have been unable to have provided the storage which the ample store-houses erected on your farm furnished. For stables, encampments, drill-ground, railroad-ballast, sand, wells, &c., for which your farm was used and cut up, the Government ought, and doubtless will, pay you; and I cannot but regret that you have so long been kept out of your just dues.

Very sincerely, yours,

WM. L. JAMES,

Late Chief Quartermaster, Department of Virginia.

Hon. JOS. SEGAR, *Fortress Monroe, Va.*

PAPER No. 10.

SOME OF THE GOVERNMENT BUILDINGS ON FARM OF JOSEPH SEGAR.

Public auction of Government buildings at Fort Monroe, Virginia.

Will be sold at public sale, at Camp Hamilton, Virginia, on Tuesday, October 2, 1866, at 10 o'clock a. m., the following-described public buildings, situate on land of Hon. Joseph Segar:

Dwelling, 15 by 13, one story high.
 Dwelling, 28 by 14, two stories high.
 Dwelling, 14 by 20, one story high.
 Mess-house, 40 by 20, one story high.
 Dwelling, 44 by 30, two stories high.
 Log stable, 79 by 30, one story high.
 Dwelling, 24 by 12, one story high.
 Dwelling, 32 by 28, two stories high.
 Dwelling, 31 by 12, one story high.
 Dwelling, 28 by 14, one story high.
 Cottage, 30 by 18, one story high.
 Dwelling, 32 by 16, two stories high.
 Dwelling, 28 by 14, one story high.
 Dwelling, 24 by 12, one story high.
 Mess-house, 45 by 20, one story high.
 Store-house, 232 by 60, 16-foot post.
 Dwelling, 16 by 16, two stories high.
 Dwelling, 16 by 16, one story high.
 Mess-house, 143 by 25, one story high.
 Saddler's shop and quarters, 30 by 18, two stories high.

Dwelling, 30 by 14, one story high.
 Store-house, 20 by 25, one story high.
 Dwelling, 24 by 14, one story high.
 Cottage house, 30 by 30, two stories high.
 Dwelling, 24 by 14, one story high.
 Dwelling, 24 by 14, one story high.
 Dwelling, 32 by 30, two stories high.
 Mess-house, 60 by 24, one story high.
 Mess-house, 20 by 28, two stories high.
 Dwelling, 24 by 12, one story high.
 Cottage, 20 by 12, one story high.
 Guard-house, 17 by 14, one story high.
 Mess-house, 20 by 14, one story high.
 Mess-house, 100 by 15, two stories, with cook-house attached, 20 by 12.
 Mess-house, 28 by 22, two stories, with L attached, 15 by 14, one story high.
 Stable, 302 by 56, 16-foot post, two stories.

Terms—Cash, in Government funds.

By order of the Quartermaster General:

THOS. G. WHYTAL,
Brevet Lieutenant Colonel and Assistant Quartermaster.

E. F. JAMES, *Auctioneer.*

DEPOT QUARTERMASTER'S OFFICE,
Fort Monroe, Virginia, September 11, 1866.

PAPER No. 11.

Affidavit of G. W. Semple.

Statement of Dr. Geo. W. Semple as to the cost of replacing the fencing destroyed on the farm of Mr. Jos. Segar, called Roseland, near Fort Monroe, during its occupation by the United States Government.

I have been for many years a resident of Elizabeth City County, Virginia, a practitioner of medicine and a farmer; and familiar with the farm of Mr. Segar, and the amount of fencing thereon. I am familiar with the price of lumber and labor at this time, and in my opinion it would cost not less than \$1,000 per mile to build fencing at this time; and according to my recollection of the length of fencing on Mr. Segar's farm there was about six and one-half, certainly not less than six miles of fencing on said farm, which was destroyed during the war while occupied by United States Government. It would not cost, therefore, less than \$6,000 to replace the fencing destroyed. The following is a basis for the above estimate: Fence, four planks high, planks eight inches wide, one post for every eight feet; boards to cost \$25 per thousand, \$841 88 cost of boards per mile. Posts, labor of setting posts, and cost of nails, 30 cents per panel, 660 panels to the mile, would cost \$198 per mile, making in all \$1,039 88 to the mile for building the fence, which is rather over the estimate.

G. WM. SEMPLE.

Sworn to and subscribed before me at Hampton, Virginia, this the 12th day of May, 1868.

[SEAL.]

S. E. BICKFORD,
Notary Public.

PAPER No. 12.

Affidavit of J. F. Segar and others.

Statement of houses and fences destroyed on the farm of Hon. Joseph Segar while the farm was in possession of the United States Government.

One corn-house, 24 by 12 feet; one mule stable, 24 by 12 feet, (for six mules;) one horse-stable, 20 by 12 feet, (for four horses;) one carriage-house, 16 by 12 feet; one carriage-house, 20 by 12 feet; one smoke-house, 12 by 14 feet; one quarters for hands, 20 by 12 feet; one quarters for hands, 12 by 8 feet; cow-houses for ten or twelve cows; several fowl-houses.

The above is a correct list of the houses (and their dimensions) destroyed on the farm of my father while it was occupied by the United States Government. The dimensions may not be exact, but cannot be far out of the way. There was also at least six miles of fencing on the farm, including partition fences; and every foot destroyed during the occupation of the farm by Government. Of the fencing, two-thirds was post and board, and one-third rail.

JNO. F. SEGAR.

Personally appeared before me this the 6th day of May, 1868, John F. Segar, who subscribed and made oath to the above and foregoing statement.

[SEAL.]

S. E. BICKFORD,

Notary Public.

STATE OF VIRGINIA, *County Elizabeth City, ss :*

Personally appeared before me, a notary public in and for the State and county aforesaid, Alexander Washington and David Paine, who made oath that they lived on the farm of the Hon. Joseph Segar before the war of 1861, and resided on the farm or in the neighborhood during the war, and are familiar with the facts stated in the foregoing affidavit of Mr. John F. Segar; that the houses and fences destroyed, as therein stated, is, to the best of their knowledge and belief, correct.

his
ALEXANDER + WASHINGTON.
mark.

his
DAVID + PAINE.
mark.

Witnesses to their marks:

CHAS. E. HEWIN.

GEORGE G. FRENCH.

Sworn to and subscribed before me, at Hampton, Virginia, this the 6th day of May, 1868, and I certify that the foregoing statement and affidavit was carefully read over and explained to the parties before signing.

[SEAL.]

S. E. BICKFORD,

Notary Public.

PAPER No. 13.

Major Fay's Letter.

BOSTON, September 7, 1869.

DEAR SIR: Owing to absence from home, I have only just received your letter of August. I remember only generally the circumstances attending the occupation of your property, and could not recall the language used or the documents passed. My recollection agrees substantially with your statement of the case. You objected to our occupation, and I advised you to enter a protest, explaining that such protest would secure your right to a board of survey, at a convenient time thereafter, to estimate the compensation and damages to which you would be entitled.

I am sure that you made a protest in accordance with my suggestion; but whether verbally, or in writing, I cannot say; probably the latter, as I was very particular to have vouchers on file for all business conducted by me. I know that it was General Butler's intention, and my own, and was the understanding of our staff, in taking your property, that you were to have every guarantee for usual and proper compensation. The understanding between us to that effect was perfect.

Pray call upon me further if I can be of any use to you in this business. Hoping you may meet with entire success in your claim, I remain your obedient servant,

R. S. FAY.

Hon. JOS. SEGAR.

PAPER No. 14.

General Duryée's letter.

NEW YORK, November 6, 1869.

DEAR SIR: Your favor is before me, and I reply that I was one of the board of survey officially and expressly appointed to estimate the value of your property seized by the Government for military purposes.

The order emanated from General Butler during my occupancy, with my regiment, (Fifth Zouaves,) of your farm, you assenting to the board of survey for the above purpose.

Very truly yours,

A. DURYÉE,
Late Colonel Fifth Zouaves and Brevet Major General.

Hon. JOSEPH SEGAR.

PAPER No. 15.

General Hays's letter.

FORT INDEPENDENCE, BOSTON HARBOR, MASS.,
November 5, 1869.

MY DEAR SIR: In reply to your letter of October 30, 1869, I have the honor to state that I was a member of the board of survey ordered to value your property taken by the Government in May, 1861, for the use of the Quartermaster's and Commissary Departments.

I understood you were to be paid for the property at the valuation fixed on it by the board of survey. You did agree to be satisfied with the appraisement made by the board of survey.

Very truly, yours,

WILLIAM HAYS,
Major Fifth Artillery, Brevet Brigadier General.

Colonel JOSEPH SEGAR,
No. 373 Pennsylvania Avenue, Washington, D. C.

PAPER No. 16.

Affidavit of John B. Cary.

STATE OF VIRGINIA, *City of Richmond, to wit:*

John B. Cary, of the city of Richmond and State of Virginia, being duly sworn according to law, deposes and says that on or about the 24th day of May, 1861, the day after the ratification of the ordinance of secession by the State of Virginia, while he was in command of a small number of Virginia troops, in and around the town of Hampton, Virginia, he had an interview with Major General Butler, then commanding the United States forces at Fortress Monroe, by agreement, under a flag of truce, near the farm of the Hon. Joseph Segar; that the main object of this interview was the rendition of some fugitive slaves (and perhaps other property, belonging to citizens of Elizabeth City County) which had escaped within the Federal lines; that General Butler distinctly stated that he should use all such property, when needed, for the benefit and in the name of the Government of the United States, and that the owners thereof would receive compensation for the same, if they remained true and loyal to the Government; that he spoke of the Hon. Joseph Segar, who accidentally came up during the interview, as being loyal and true to the Union, and as an example of the class who would be compensated for the loss or damage of their property; that the Federal forces were then occupying a portion of Mr. Segar's farm, and that the place of this interview was on the public road, just at the gate of that portion of his farm known as Fortfields.

My impression is that Mr. Segar introduced the subject of his own property, and compensation therefor, and I inferred from the general tenor of the conversation, in which Mr. Segar participated, that it was distinctly understood, both by General Butler and Mr. Segar, that the latter would receive compensation for the use or damage of his property, if he continued loyal to the Government.

J. B. CARY.

Sworn to and subscribed before me this 13th day of November, A. D. 1869.

[SEAL.]

E. M. GARNETT,
Notary Public.

NEW YORK, *January 16, 1872.*

DEAR SIR: I was quite surprised to learn by your letter of the 14th instant that compensation had not been made to you for the use of your farm at Fort Monroe during the late rebellion. I cannot conceive a stronger claim on the justice of the Government than yours. The property, which was very valuable, was absolutely indispensable to the Government, and all the improvements were either destroyed or rendered of little value. I cannot think it possible, if there is no provision for your case under existing laws, that Congress will refuse to make you full compensation, by a special act. During the period of my command in Eastern Virginia, embracing Fort Monroe, I had occasion to know that you maintained the cause of the Union with a zeal and energy which could not be surpassed, and I can say with perfect sincerity, as I do in all frankness, that I should consider it a reproach to the Government if the injury it has caused, while you were straining every nerve to uphold it against the treachery of your own State, should not be fully repaired.

I am, dear sir, truly yours,

JOHN A. DIX.

HON. JOSEPH SEGAR.