SENATE.

WEDNESDAY, *December 4, 1912.*

The Senate met at 12 o'clock m.

Prayer by the Chaplain, Rev. Ulysses G. B. Pierce, D. D.

JOHN H. BANKHEAD, a Senator from the State of Alabama, and GEORGE T. OLIVER, a Senator from the State of Pennsylvania, appeared in their seats to-day.

The Secretary proceeded to read the Journal of yesterday's proceedings, when, on request of Mr. LODGE and by unanimous consent, the further reading was dispensed with, and the Journal was approved.

REPORTS OF SECRETARY OF THE SENATE.

The PRESIDENT pro tempore (Mr. BACON) laid before the Senate a communication from the Secretary of the Senate, transmitting, pursuant to law, a full and complete statement of the receipts and expenditures of the Senate and the condition of public moneys in his possession from July 1, 1911, to June 30, 1912 (S. Doc. No. 954), which, with the accompanying paper, was ordered to lie on the table and be printed.

He also laid before the Senate a communication from the Secretary of the Senate, transmitting, pursuant to law, a full and complete account of all property, including stationery, belonging to the United States in his possession on the 2d day of December, 1912 (S. Doc. No. 963), which, with the accompanying paper, was ordered to lie on the table and be printed.

REPORTS OF ASSISTANT SERGEANT AT ARMS.

The PRESIDENT pro tempore laid before the Senate a communication from the Assistant Sergeant at Arms, transmitting a statement of receipts from the sale of condemned property in his possession since December 4, 1911 (S. Doc. No. 961), which, with the accompanying paper, was ordered to lie on the table and be printed.

He also laid before the Senate a communication from the Assistant Sergeant at Arms, transmitting a full and complete account of all property belonging to the United States in his possession on December 2, 1912 (S. Doc. No. 962), which, with the accompanying paper, was ordered to lie on the table and be printed.

ANNUAL REPORT OF THE LIBRARIAN OF CONGRESS (H. DOC. NO. 962).

The PRESIDENT pro tempore laid before the Senate the annual report of the Librarian of Congress and of the Superintendent of the Library Building and Grounds for the fiscal year ended June 30, 1912, which was referred to the Committee on the Library.

BRIDGE AT SHIP ROCK, N. MEX. (H. DOC. NO. 1015).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the investigation, surveys, plans, estimated limit of cost, etc., for the construction of a bridge on the Navajo Indian Reservation at Ship Rock, N. Mex., which, with the accompanying papers, was referred to the Committee on Commerce and ordered to be printed.

ANNUAL REPORT OF THE SECRETARY OF THE TREASURY.

The PRESIDENT pro tempore laid before the Senate the annual report of the Secretary of the Treasury on the state of the finances for the fiscal year ended June 30, 1912, which was referred to the Committee on Finance and ordered to be printed.

SUPPORT OF AGRICULTURAL COLLEGES (H. DOC. NO. 1030).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the application of a portion of the proceeds of the public lands to colleges for the benefit of agriculture and the mechanic arts for the fiscal year ending June 30, 1913, which, with the accompanying paper, was referred to the Committee on Agriculture and Forestry and ordered to be printed.

REPORT OF FREEDMEN'S HOSPITAL (H. DOC. NO. 1029).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the expenditures for salaries, etc., at the Freedmen's Hospital, Washington, D. C., which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

EXPENDITURES ON IRRIGATION PROJECTS (H. DOC. NO. 1034).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the distribution of moneys expended for irrigation and drainage, Indian Service, for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Irrigation and Reclamation of Arid Lands and ordered to be printed.

GOVERNMENT HOSPITAL FOR THE INSANE (H. DOC. NO. 1011).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, the annual report of the Superintendent of the Government Hospital for the Insane for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

ANNUAL REPORT OF THE PUBLIC PRINTER.

The PRESIDENT pro tempore laid before the Senate the annual report of the Public Printer showing the operations of the Government Printing Office for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Printing and ordered to be printed.

SURVEYS OF PUBLIC LANDS (H. DOC. NO. 1019).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of surveys of public lands lying within the limits of land grants for the fiscal year ended June 30, 1912, which was referred to the Committee on Public Lands and ordered to be printed.

INDIAN TRIBES AT PEACE (H. DOC. NO. 1022).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to moneys paid or annuities delivered to any Indian tribe, which, since the last payment or delivery, has engaged in hostilities against the United States or its citizens, which was referred to the Committee on Indian Affairs and ordered to be printed.

BUREAU OF CHEMISTRY, DEPARTMENT OF AGRICULTURE.

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of Agriculture, transmitting, pursuant to law, a statement of the expenditures paid by the Bureau of Chemistry, Department of Agriculture, for compensation of or payments of expenses to officers or other persons employed by State, county, or municipal governments during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Agriculture and Forestry and ordered to be printed.

DISTRIBUTION OF PUBLIC DOCUMENTS (H. DOC. NO. 1014).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a statement showing the number of public documents received and distributed during the fiscal year ended June 30, 1912, which was ordered to lie on the table and be printed.

TRAVEL OF EMPLOYEES OF LIBRARY OF CONGRESS.

The PRESIDENT pro tempore laid before the Senate a communication from the Librarian of Congress, transmitting, pursuant to law, a statement showing in detail the number of officers or employees of the Library of Congress who have traveled on official business outside of the District of Columbia during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

MUNICIPAL HOSPITAL BUILDING.

The PRESIDENT pro tempore laid before the Senate a communication from the Commissioners of the District of Columbia, transmitting, pursuant to law, a report as to the cost and feasibility of adapting one or more of the vacant buildings upon the site of the Washington Asylum and Jail, reservation No. 13, for use for municipal hospital purposes, which, with the accompanying papers, was referred to the Committee on the District of Columbia and ordered to be printed.

TRAVEL OF EMPLOYEES OF WAR DEPARTMENT.

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of War, transmitting, pursuant to law, a statement of travel and expenditures by officials or employees of the War Department outside of the District of Columbia for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

TRAVEL OF EMPLOYEES OF INTERIOR DEPARTMENT (H. DOC. NO. 1017).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a statement showing the number of officers and employees of the Interior Department who have traveled on official business outside the District of Columbia during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

CONTINGENT EXPENSES, DEPARTMENT OF THE INTERIOR (H. DOC. NO. 1012).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, an itemized statement of expenditures made and charged to the appropriation, "Contingent expenses, Department of the Interior, 1912," for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

REPAIRS OF BUILDINGS, DEPARTMENT OF THE INTERIOR (H. DOC. NO. 1016).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, an itemized statement of the expenditures made and charged to the appropriation, "Repairs of buildings, Department of the Interior, 1912," for the fiscal year ended June 30, 1912, which, with the accompanying papers, was referred to the Committee on Appropriations and ordered to be printed.

TRAVEL OF EMPLOYEES OF INTERSTATE COMMERCE COMMISSION (H. DOC. NO. 1040).

The PRESIDENT pro tempore laid before the Senate a communication from the Interstate Commerce Commission, transmitting, pursuant to law, a statement showing the travel of all officials and employees of the commission on official business outside the District of Columbia during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

COLORADO RIVER BRIDGE (H. DOC. NO. 1020).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the survey, with plans and estimated limit of cost, for a bridge across the Colorado River between Fort Yuma, Cal., and the town of Yuma, Ariz., etc., which, with the accompanying paper, was referred to the Committee on Commerce and ordered to be printed.

ANNUAL REPORT OF THE SECRETARY OF AGRICULTURE.

The PRESIDENT pro tempore laid before the Senate the annual report of the Secretary of Agriculture for the fiscal year ended June 30, 1912, which was referred to the Committee on Agriculture and Forestry and ordered to be printed.

WHITE MOUNTAIN INDIAN RESERVATION, ARIZ. (H. DOC. NO. 1013).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the surveys, plans, and estimates of costs for certain bridges on the White Mountain or San Carlos Indian Reservation, Ariz., etc., which, with the accompanying paper, was referred to the Committee on Commerce and ordered to be printed.

TONGUE RIVER RESERVATION, MONT. (H. DOC. NO. 1033).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the expenditures for encouraging industrial work among the Indians of the Tongue River Reservation, Mont., during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

EMPLOYEES IN THE INDIAN SERVICE (H. DOC. NO. 1021).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report showing the diversion of appropriations for the pay of specified employees in the Indian Service for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

INDIAN MONEYS, PROCEEDS OF LABOR (H. DOC. NO. 1031).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a detailed report of the expenditures of money carried on the books of the Department of the Interior under the caption of "Indian moneys, proceeds of labor," during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

RELIEF OF DESTITUTE INDIANS (H. DOC. NO. 1026).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report showing the expenditures for the relief of destitute Indians for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

SIOUX INDIAN FUND (H. DOC. NO. 1032).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the expenditures from the permanent fund of the Sioux Indians for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

SUBSISTENCE FOR INDIAN TRIBES (H. DOC. NO. 1023).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the use of surplus appropriations for subsistence of any Indian tribes during the fiscal year ended June 30, 1912, which was referred to the Committee on Indian Affairs and ordered to be printed.

INDUSTRIES AMONG INDIANS (H. DOC. NO. 1027).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report showing the expenditures under the appropriation for encouraging industry among Indians for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

SUPPLIES FOR INDIAN SERVICE (H. DOC. NO. 1028).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the purchase of supplies in the open market for the Indian service for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

TRAVEL OF EMPLOYEES OF DEPARTMENT OF AGRICULTURE.

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of Agriculture, transmitting, pursuant to law, a statement of travel and expenditures of officers and employees of the Department of Agriculture outside of the District of Columbia for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

SUPPORT OF INDIAN SCHOOLS (H. DOC. NO. 1018).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the manner and for what purposes the general education fund for the preceding fiscal year has been expended for the maintenance of the Indian school and agency buildings, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

INDUSTRIAL WORK AND CARE OF TIMBER (H. DOC. NO. 1025).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a statement of the expenditures from the appropriation "Industrial work and care of timber" for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Agriculture and Forestry and ordered to be printed.

SURVEY AND ALLOTMENT WORK ON INDIAN RESERVATIONS (H. DOC. NO. 1024).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a statement of the cost of all survey and allotment work on Indian reservations for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

DISPOSITION OF USELESS PAPERS (H. DOC. NO. 1041).

The PRESIDENT pro tempore. The Chair lays before the Senate a communication from the Attorney General, recommending the disposal of certain papers on file in the Department of Justice which have no permanent value or historical interest.

The communication will be referred to the Joint Select Committee on the Disposition of Useless Papers in the Executive Departments. The Chair appoints as the committee on the part of the Senate the Senator from Arkansas [Mr. CLARKE] and the Senator from New Hampshire [Mr. BURNHAM].

The Secretary will notify the House of Representatives of the appointment of the committee on the part of the Senate.

DEATH OF THE VICE PRESIDENT.

Mr. POINDEXTER. Mr. President, I present a series of resolutions adopted by the people of the city of Olympia, State of

Washington, in commemoration of the late Vice President. I ask that the resolutions may lie on the table and be printed in the RECORD.

By unanimous consent, the resolutions were ordered to lie on the table and to be printed in the RECORD, as follows:

Whereas death has removed from his earthly labors the Hon. JAMES SCHOOLCRAFT SHERMAN, late Vice President of the United States; and Whereas we realize that he represented the highest type of American manhood, and that by his unwavering devotion to duty as he saw it he deserved well of his country and the world: Now therefore be it

Resolved by the people of the city of Olympia, Wash., and vicinity, assembled without regard to political affiliations or beliefs, That we deplore the untimely death of Hon. JAMES SCHOOLCRAFT SHERMAN and deeply feel the loss that our Nation has sustained, and that we extend to his stricken family the heartfelt sympathy of this community; be it further

Resolved, That the chairman of this meeting, over his signature, transmit a copy of these resolutions to the widow of our lamented Vice President, a copy to the President of the United States, and a copy to the Senators from the State of Washington to be presented to the Senate of the United States.

The foregoing resolution was unanimously passed at an assemblage of the citizens of Olympia, Wash., held in the Capital Park on Saturday, November 2, 1912.

CHAS. D. KING, *Chairman.*

PETITIONS AND MEMORIALS.

The PRESIDENT pro tempore presented a resolution adopted by the International Longshoremen's Association, favoring the establishment of a national department of health, which was ordered to lie on the table.

Mr. HITCHCOCK presented a petition of 603 members of the Christian Endeavor Society of Shelby, Nebr., praying for the enactment of an interstate liquor law to prevent the nullification of State liquor laws by outside dealers, which was ordered to lie on the table.

Mr. SMOOT presented a petition of members of the Utah Federation of Women's Clubs, praying for the enactment of legislation providing for the establishment of agricultural extension departments in connection with the agricultural colleges in the several States, which was referred to the Committee on Agriculture and Forestry.

Mr. O'GORMAN presented a resolution adopted by members of the Republican Club of the State of New York, favoring the recognition by the United States of the Republic of China, which was referred to the Committee on Foreign Relations.

He also presented a resolution adopted by Chenango Council, United Commercial Travelers, of Norwich, N. Y., favoring a change in the date for the holding of the national elections, which was referred to the Committee on the Judiciary.

He also presented a resolution adopted by the members of the Merchants and Manufacturers' Association of Los Angeles, Cal., remonstrating against certain provisions of the so-called Wilson bill, providing for the protection of American seamen, which was referred to the Committee on Commerce.

Mr. DU PONT presented a resolution adopted at the Christian Endeavor Convention at Laurel, Del., favoring the enactment of an interstate liquor law to prevent the nullification of State liquor laws by outside dealers, which was ordered to lie on the table.

BILLS INTRODUCED.

Bills were introduced, read the first time, and, by unanimous consent, the second time, and referred as follows:

By Mr. SWANSON:

A bill (S. 7564) providing for the reorganization of the police force of the Congressional Library; to the Committee on the Library.

By Mr. CULLOM:

A bill (S. 7565) to authorize the construction of a railroad, wagon, and foot-passenger bridge across the Mississippi River near Keokuk, Iowa; to the Committee on Commerce.

By Mr. GALLINGER:

A bill (S. 7566) to authorize the widening and opening of Western Avenue, District of Columbia (with accompanying paper); to the Committee on the District of Columbia.

By Mr. SMOOT:

A bill (S. 7567) to provide a penalty for retention or misuse of confidential records by former Government employees; to the Committee on the Judiciary.

A bill (S. 7568) to validate certain homestead entries; to the Committee on Public Lands.

By Mr. STEPHENSON:

A bill (S. 7569) granting a pension to Ellen Taggart Gardner Tyson (with accompanying papers);

A bill (S. 7570) granting an increase of pension to Frank D. Murdock (with accompanying papers);

A bill (S. 7571) granting a pension to Eveline Titus (with accompanying paper);

A bill (S. 7572) granting an increase of pension to Helen R. Blackburn; and

A bill (S. 7573) granting an increase of pension to Joshua Oyster (with accompanying papers); to the Committee on Pensions.

By Mr. BURNHAM:

A bill (S. 7574) providing for the deposit of a model of any vessel of war of the United States Navy bearing the name of a State of the United States in the capitol building of said State; to the Committee on Naval Affairs.

A bill (S. 7575) granting an increase of pension to Moses Rowell; and

A bill (S. 7576) granting a pension to Susan J. Littlefield; to the Committee on Pensions.

By Mr. NELSON:

A bill (S. 7577) for the relief of John Miller; to the Committee on Military Affairs.

A bill (S. 7578) granting a pension to Jane Gascoigne;

A bill (S. 7579) granting an increase of pension to Mary F. Read;

A bill (S. 7580) granting an increase of pension to Clinton E. Olmstead; and

A bill (S. 7581) granting an increase of pension to William Hoover (with accompanying papers); to the Committee on Pensions.

By Mr. POINDEXTER:

A bill (S. 7582) allowing certain homestead entrymen choice of making proof under law of June 6, 1912, or previous law; to the Committee on Public Lands.

By Mr. DU PONT:

A bill (S. 7583) granting a pension to Charles S. Scanlon; to the Committee on Pensions.

By Mr. McLEAN:

A bill (S. 7584) granting an increase of pension to Philander B. Sargent (with accompanying papers);

A bill (S. 7585) granting an increase of pension to William L. McCormick (with accompanying papers); and

A bill (S. 7586) granting an increase of pension to Ivory Phillips (with accompanying papers); to the Committee on Pensions.

By Mr. LODGE:

A bill (S. 7587) granting an increase of pension to Abby E. Carpenter (with accompanying paper); to the Committee on Pensions.

By Mr. PENROSE:

A bill (S. 7588) granting an increase of pension to Sarah Gross; to the Committee on Pensions.

By Mr. CLAPP:

A bill (S. 7589) granting an increase of pension to Jeanette Dring (with accompanying papers);

A bill (S. 7590) granting an increase of pension to Susan C. Brown (now Perrin) (with accompanying papers);

A bill (S. 7591) granting an increase of pension to Agnes Hallworth (with accompanying papers);

A bill (S. 7592) granting an increase of pension to Frank B. Doran (with accompanying paper); and

A bill (S. 7593) granting an increase of pension to Kathryn Riley (with accompanying papers); to the Committee on Pensions.

A bill (S. 7594) to remove the charge of desertion against Peter Gannon; to the Committee on Military Affairs.

By Mr. BROWN:

A bill (S. 7595) granting an increase of pension to Nelson Taylor;

A bill (S. 7596) granting an increase of pension to Carrie Crockett (with accompanying paper);

A bill (S. 7597) granting a pension to Charles F. Lane (with accompanying paper); and

A bill (S. 7598) granting an increase of pension to James W. Coburn (with accompanying paper); to the Committee on Pensions.

SUBMISSION OF MEASURES TO THE PEOPLE.

Mr. BRISTOW. Mr. President, I desire to introduce two joint resolutions. I send the first to the desk and ask that it be read.

The joint resolution (S. J. Res. 141) proposing an amendment to the Constitution providing for the submission by the President to the electors of measures recommended by him which Congress has failed to enact was read the first time by its title and the second time at length, as follows:

Resolved, etc., That the following be proposed as an amendment to section 3, Article II of the Constitution of the United States, which shall be valid to all intents and purposes as part of the Constitution when ratified by the legislatures of three-fourths of the States.

If Congress fails to enact any measure which the President has recommended in proper form within six months from the date of such recommendation, the President, at the regular congressional election following the expiration of such period, may submit the measure to the

electors at such election, and if a majority of the electors voting on such measure in a majority of the congressional districts and also in a majority of the States approve the measure, it shall become a law.

Mr. BRISTOW. Mr. President, this amendment makes provision for the President to submit to the country a measure which he has recommended to Congress, and which Congress has failed to enact. It enables him to appeal from a dilatory or adverse Congress to the people upon questions of vital public concern, and I believe it will be most beneficial.

Furthermore, a President could not, as an excuse for signing an undesirable measure, say that it was the best that he could get from an unfriendly Congress. The Constitution now authorizes the President to recommend to Congress measures, but there the matter ends if Congress does not act. If the proposed amendment is adopted, and Congress either fails to act or passes a bill in lieu of the measure submitted that does not meet the approval of the President then it becomes his duty to sign the bill passed by Congress or to submit the measure which he thinks should be enacted to the people for their approval or rejection.

One of the weaknesses of our form of government is that the Congress may be of one political party and the executive administration of another, and legislation is then tied up for two years or longer, to the detriment of the country, and when this condition exists a system of political jockeying is inaugurated, usually by both sides, for partisan purposes. This amendment to the Constitution provides a means by which the people may, with reasonable promptness, decide such controversies, and it will not require the overturning of our entire civil administration to secure the enactment of a desirable law, which either the President has refused to accept or the Congress declined to enact.

The PRESIDENT pro tempore. The joint resolution will be referred to the Committee on the Judiciary.

Mr. BRISTOW. I introduce a joint resolution proposing an amendment to the Constitution providing for submitting to the people of the United States acts of Congress for their approval. I should like to have it read.

The joint resolution (S. J. Res. 142) proposing an amendment to the Constitution providing for submitting to the people of the United States acts of Congress for their approval, was read the first time by its title and the second time at length, as follows:

Resolved, etc., That the following be proposed as an amendment to the Constitution of the United States, the same to be section 4 of Article III, which shall be valid to all intents and purposes as part of the Constitution when ratified by the legislatures of three-fourths of the States:

If the Supreme Court shall decide that a law enacted by Congress is in violation of the provisions of the Constitution of the United States, the Congress, at a regular session held after such decision, may submit the act to the electors at a regular congressional election, and if a majority of the electors voting on such measure in a majority of the congressional districts and also in a majority of the States approve the measure, it shall become a law.

Mr. BRISTOW. Mr. President, the Constitution is the supreme law of the land. It was enacted by the people themselves. It is the business of the courts to interpret the will of the people as expressed in this instrument. When Congress, the representative of the people in legislative matters, passes a measure and the President, whose signature is necessary before it becomes a law, has approved it the Supreme Court of the United States may declare that, in its opinion, such a measure is not in harmony with certain provisions of the Constitution which the people have adopted. This proposed amendment gives to the people an opportunity to state whether or not they desire the law, as enacted by Congress and approved by the President, to stand as the last expression of their will and judgment.

The courts did not make the Constitution. They simply interpret what they think it means. It is the people's law, enacted by them, and if they do not desire the interpretation placed upon it by the courts to stand as their will, this provision gives them the opportunity to so declare. The will of the people is the supreme law of the land. This is the very basic principle upon which our form of government rests.

The chief objection that may be offered to this proposition is that it gives the people an easy facility for interpreting the Constitution, which province has been assigned to the courts, and that hasty or immature action might result. But a careful examination of the amendment will demonstrate that ample time has been given for full and free discussion and mature deliberation, so that action with undue haste is impossible.

First, Congress enacts the law after the full discussion that occurs in passing the measure through the two Houses. Then is has to be fought through the courts, which requires the most thorough consideration, before the final decision is ultimately rendered. After such decision, with the opinions of the court before it, the Congress must decide whether it considers the question involved of sufficient national importance to justify its submission to the electors for their final decision and judgment. This, of course, would only be done when questions of political magnitude were involved. Furthermore, Congress can not consider the submission of the proposition until the first regular session after the decision has been rendered, and then it can not be acted upon by the people until the regular congressional election following the session of Congress at which the matter was submitted, so that most ample time must intervene before final determination by the electors. The fullest discussion and most mature consideration possible is required, yet the amendment does provide a way by which a decision can be had with a reasonable degree of promptness upon a specific and definite question.

Seventeen years have elapsed since the Supreme Court declared the income-tax law unconstitutional, and we have not yet amended the Constitution so as to make an income tax possible, though few will claim that the people do not favor and desire such a law. This unnecessary and exasperating delay in vital matters makes an amendment of this kind to our Constitution desirable and, in my opinion, necessary to the country's welfare.

Mr. President, I ask that the joint resolution be referred to the Committee on the Judiciary; and I will add that I hope that committee will act favorably upon these joint resolutions with the same promptness with which it acted upon the joint resolution now pending, which takes from the people powers which they now have. These joint resolutions extend to them additional power and give them more direct authority over their government, while the amendment that has been reported takes from them powers which they already possess.

The PRESIDENT pro tempore. The joint resolution will be referred, as requested, to the Committee on the Judiciary.

OMNIBUS CLAIMS BILL.

Mr. LODGE. I submitted at the last session an amendment to the bill known as the omnibus claims bill. I ask to have a reprint of the amendment, as I have made some changes in it.

The PRESIDENT pro tempore. Without objection, it will be so ordered.

Mr. LODGE. In this connection, I ask to have printed as a Senate document (No. 964) an article giving the history of the French spoliation claims, which appeared in the American Journal of International Law.

The PRESIDENT pro tempore. Without objection, the paper will be printed as a Senate document.

Mr. O'GORMAN submitted an amendment intended to be proposed by him to the omnibus claims bill, which was ordered to lie on the table and be printed.

Mr. SMITH of Maryland submitted an amendment intended to be proposed by him to the omnibus claims bill, which was ordered to lie on the table and be printed.

Mr. BRANDEGEE submitted an amendment intended to be proposed by him to the omnibus claims bill, which was ordered to lie on the table and be printed.

AMELIA WISSMAN.

Mr. CULLOM submitted the following resolution (S. Res. 399), which was read and referred to the Committee to Audit and Control the Contingent Expenses of the Senate:

Resolved, That the Secretary of the Senate be, and he hereby is, authorized and directed to pay out of the contingent fund of the Senate to Amelia Wissman, mother of Franklin W. Wissman, late a skilled laborer in the Senate library, a sum equal to six months' salary at the rate he was receiving by law at the time of his death, said sum to be considered as including funeral expenses and all other allowances.

MAMIE ELSIE.

Mr. BRISTOW submitted the following resolution (S. Res. 398), which was read and referred to the Committee to Audit and Control the Contingent Expenses of the Senate:

Resolved, That the Secretary of the Senate be, and he hereby is, authorized and directed to pay out of the contingent fund of the Senate to Mamie Elsie, widow of Alfred Elsie, late a laborer of the United States Senate, a sum equal to six months' salary at the rate he was receiving by law at the time of his death, said sum to be considered as including funeral expenses and all other allowances.

MARY P. PIERCE.

Mr. SMITH of Michigan submitted the following resolution (S. Res. 397), which was read and referred to the Committee to Audit and Control the Contingent Expenses of the Senate:

Resolved, That the Secretary of the Senate be, and he hereby is, authorized and directed to pay out of the contingent fund of the Senate to Mary P. Pierce, widow of Edwin S. Pierce, late a skilled laborer in the Senate document room, a sum equal to six months' salary at the rate he was receiving by law at the time of his death, said sum to be considered as including funeral expenses and all other allowances.

DEMOTION OF WILLIAM HALL AND OTHERS.

Mr. HITCHCOCK submitted the following resolution (S. Res. 400), which was read, considered by unanimous consent, and agreed to:

Resolved, That the Postmaster General be, and he is hereby, directed to lay before the Senate all correspondence in the possession of the Post Office Department between himself, all other officials, and employees of the Post Office Department, and all other persons relating to the demotion during the years 1911 and 1912 of William Hall, C. H. Erwin, R. E. Erwin, J. J. Negley, and C. P. Rodman, clerks in the Railway Mail Service.

REPORT OF COMMISSION OF FINE ARTS.

Mr. SMOOT. I find that the message from the President of the United States transmitting the report of the Commission of Fine Arts for the fiscal year ended June 30, 1912, contains a number of illustrations. I ask that an order be entered for the printing of the illustrations.

The PRESIDENT pro tempore. Without objection, it is so ordered.

AMERICAN HOSPITAL OF PARIS.

The PRESIDENT pro tempore laid before the Senate the amendments of the House of Representatives to the bill (S. 6380) to incorporate the American Hospital of Paris.

Mr. GALLINGER. I move that the Senate disagree to the amendments made by the House of Representatives, and ask for a conference on the disagreeing votes of the two Houses thereon, and that the Chair appoint the conferees on the part of the Senate.

The motion was agreed to; and the President pro tempore appointed as the conferees on the part of the Senate Mr. GALLINGER, Mr. CURTIS, and Mr. MARTIN of Virginia.

THE PRESIDENTIAL TERM.

Mr. WORKS. I desire to give notice that on next Monday, immediately after the close of the routine morning business, I will, with the permission of the Senate, submit some remarks upon Senate joint resolution No. 78, the unfinished business.

OMNIBUS CLAIMS BILL.

Mr. CRAWFORD. Pursuant to the notice which I gave yesterday, I ask that the Senate take up for consideration House bill No. 19115, known as the omnibus claims bill.

The PRESIDENT pro tempore. The Senator from South Dakota asks that the Senate proceed to the consideration of House bill 19115. Is there objection? The Chair hears none.

The Senate, as in Committee of the Whole, proceeded to consider the bill (H. R. 19115) making appropriation for payment of certain claims in accordance with findings of the Court of Claims, reported under the provisions of the acts approved March 3, 1883, and March 3, 1887, and commonly known as the Bowman and the Tucker Acts, which had been reported from the Committee on Claims with amendments.

Mr. LODGE. Has the bill been read, Mr. President?

The PRESIDENT pro tempore. It has not been read.

Mr. LODGE. Let it be read.

Mr. CRAWFORD. Just a word, please, before the Secretary begins the reading of the bill. There have been so many requests made for the report submitted by the Committee on Claims in connection with this bill that there are now only about 40 copies of the report left, not enough to furnish each Member of the Senate with a copy. I therefore ask for an order that 250 additional copies of the report be printed.

The PRESIDENT pro tempore. The Senator from South Dakota asks that the Senate order the printing of 250 additional copies of the report referred to by him. Is there objection? The Chair hears none, and it is so ordered.

The Senator from Massachusetts [Mr. LODGE] asks for the reading of the bill. The Chair will inquire of the Senator from Massachusetts whether his demand is for the reading of the bill including the parts stricken out?

Mr. LODGE. Mr. President——

Mr. CRAWFORD. I ask that the formal reading of the bill be dispensed with and that the bill be read for the purpose of amendment.

Mr. LODGE. I think the bill had better be read, Mr. President.

The PRESIDENT pro tempore. The Senator from Massachusetts desires the entire bill read?

Mr. LODGE. Yes.

The PRESIDENT pro tempore. The Secretary will read the bill.

The Secretary proceeded to read the bill, and read to line 12, on page 26.

Mr. LODGE. I ask that the further formal reading of the bill be dispensed with and that the bill be read for action on the amendments.

The PRESIDING OFFICER (Mr. O'GORMAN in the chair). Is there objection? The Chair hears none, and the bill will be read for amendment.

The Secretary proceeded to read the bill.

The first amendment of the Committee on Claims was, under the subhead "Alabama," on page 2, after line 1, to strike out:

To Houston L. Bell, of Madison County, $810.
To Mary F. Casey Tucker, sole heir of Solomon L. Casey, deceased, of Lee County, $753.34.
To J. H. Carter, of Colbert County, $1,230.
To Daniel Carroll, of Tuscaloosa County, $150.
To T. F. Vann, administrator of the estate of Leroy Campbell, deceased, of Madison County, $475.
To John A. Chandler, administrator of Bethel G. Chandler, deceased, of Lauderdale County, $743.
To Douglas Taylor, administrator of estate of David Crow, deceased, late of Madison County, $120.
To Henry Davis, of Madison County, $135.
To David C. Acuff, administrator of Caswell B. Derrick, deceased, of Jackson County, $1,675.
To Belle F. Neil, administratrix of the estate of James Watkins Fennell, deceased, late of Marshall County, $1,330.
To Richard Garner, of Colbert County, $425.
To David Z. Gold, administrator of Peter H. Gold, deceased, of Jackson County, $735.
To Louisa Cochrane Gordon, daughter and heir of William Cochrane, deceased, late of Tuscaloosa County, $1,788.
To W. H. Gilbert, administrator of estate of Samuel L. Gilbert, deceased, late of Dekalb County, $237.
To J. H. E. Guest, administrator of Green Guest, deceased, of Dekalb County, $610.
To William T. Hamner, of Tuscaloosa County, $805.
To C. J. McKee, administrator of the estate of David B. Johnson, deceased, of Morgan County, $3,900.
To Nannie H. Jones and Mary E. Hereford (née Jones), of Madison County, heirs of John T. Jones, deceased, $800.
To John D. Hereford, Fannie H. Jones, and Martha J. Orman, of Madison County, and William F. Hereford, of Japan, heirs of Fannie J. Hereford, deceased, daughter and heir of John T. Jones, deceased, $400.
To J. P. McClendon, administrator de bonis non of Meredith King, deceased, late of Jackson County, $700.
To Mary E. Haygood, heir of John M. Lawson, deceased, late of Lauderdale County, $920.
To Mollie D. Wilson, Honora Myers, Julia Davis, and John C. Lyons, heirs of Daniel Lyons, deceased, late of Huntsville, Ala., $910.
To John C. McDaniel, administrator of John W. McDaniel, deceased, late of Cleburne County, $790.
To John Mantel, of Escambia County, $567.
To Lewid F. Martin, administrator of Francis C. Martin, deceased, of Limestone County, $925.
To J. G. Mason, administrator of the estate of Glorvinia Mason and John O. Mason, deceased, late of Limestone County, $3,990.
To James M. Massengale, administrator of Marcus M. Massengale, deceased, late of Madison County, $615.
To J. W. Mitchell, administrator of the estate of Thomas J. Mitchell, deceased, late of Jackson County, $299.
To Margaret J. Parks, of Jackson County, $1,068.
To Jacob A. Paulk, of Lauderdale County, $310.
To Jacob A. Paulk, administrator of Jonathan Paulk, deceased, of Lauderdale County, $1,080.
To Louisa Perkins, administratrix of estate of Augustus N. Perkins, deceased, late of Tuscaloosa County, $1,605.
To J. W. Phillips, administrator of the estate of Absalom T. Phillips, deceased, of Lauderdale County, $202.
To Edward M. Ragland, Ursula Ragland Erskine, and Edward M. Ragland as administrator of John D. Ragland, deceased, heirs of George Orville Ragland, deceased, of Madison County, $5,510.
To J. B. Roberson, administrator, with will annexed, of John P. Roberson, deceased, late of St. Clair County, $1,230.
To Charles O. Rolfe, administrator of the estate of Oscar A. Rolfe, deceased, late of Morgan County, $2,980.
To Samuel F. Ryan, formerly of Marshall County, $2,712.
To James M. Thomason, of Colbert County, $685.
To Shelby Grisham, administrator of the estate of Daniel Thompson, deceased, of Colbert County, $240.
To Cecilia R. A. Wheat, executrix of Moses K. Wheat, deceased, of Macon County, $4,890.
To Richard Garner, administrator of Thomas Williams, deceased, of Colbert County, $295.
To the trustees of the Cumberland Presbyterian Church, of Athens, $1,440.

The amendment was agreed to.

The next amendment was, on page 6, after line 22, to strike out:

To the trustees of Decatur Lodge, No. 52, Independent Order of Odd Fellows, of Decatur, $6,000.

The amendment was agreed to.

The next amendment was, at the top of page 7, to strike out:

To the trustees of the First Baptist Church, of Decatur, $2,200.

The amendment was agreed to.

The next amendment was, on page 7, after line 11, to strike out:

To the trustees of the Missionary Baptist Church, of Huntsville, successor to the Primitive Baptist Church, of Huntsville, $1,760.

The amendment was agreed to.

The next amendment was, on page 7, line 22, before the word "hundred," to strike out "four thousand two" and insert "three thousand three," so as to make the clause read:

To the Medical College of Alabama, of Mobile, $3,300.

The amendment was agreed to.

The next amendment was, on page 7, after line 24, to strike out:

To the Bolivar Lodge, No. 127, Free and Accepted Masons, of Stevenson, Jackson County, $1,150.

The amendment was agreed to.

The next amendment was, on page 8, after line 2, to insert:

To the Masonic Lodge of Bexar, Marion County, $600.

The amendment was agreed to.

The next amendment was, on page 8, after line 4, to insert:

To the trustees of the Methodist Episcopal Church South, of Huntsville, $7,500.

The amendment was agreed to.

The next amendment was, under the subhead "Arkansas," on page 8, after line 7, to strike out:

To John W. Bean, of Washington County, $290.
To Joseph N. Bean, administrator of the estate of Joseph Bean, deceased, of Nevada County, $648.
To Chester Bethell, of Scott County, $300.
To Sarah Brewer, widow and sole heir of John Brewer, deceased, late of Madison County, $232.
To T. J. Conner, administrator of estate of Isaac S. Conner, deceased, late of Washington County, $575.
To William E. Floyd, administrator of Asa Crow, deceased, late of Pulaski County, $715.
To Isaiah L. Bair, administrator de bonis non of John N. Curtis, deceased, of Benton County, $1,720.
To Isaiah L. Bair, administrator de bonis non of John N. Curtis, deceased, and Mary M. Loudon, daughter of Thomas Austin, deceased, composing the firm of Curtis & Austin, of Benton County, $775.
To J. M. Derreberry, administrator of the estate of Samuel B. Derreberry, deceased, late of Benton County, $715.
To J. W. Wallace, executor of the estate of Laura J. Dills, deceased, late of Jackson County, $2,945.
To J. H. Duke, administrator of the estate of Edmund F. Duke, deceased, of Prairie County, $3,705.
To William H. Engles, of Washington County, $1,510.
To Sam Edmondson, administrator of the estate of Isaac T. Eppler, deceased, late of Sebastian County, $2,205.
To Mattie U. Boykin, Thaddeus C. Ferrell, and Lulu D. Meriwether, heirs of Thaddeus N. Ferrell, deceased, of Arkansas County, $5,119.
To Samuel E. Fitzhugh, administrator of the estate of Samuel H. Fitzhugh, deceased, of Monroe County, $772.
To Mrs. A. M. McFarlane, administratrix of the estate of John G. Freeman, deceased, of Pulaski County, $2,991.
To John H. Bryson, administrator of the estate of John Gibson, deceased, of Nevada County, $1,060.
To Dan Thomason, administrator of the estate of Joel Harrell, deceased, of Washington County, $1,190.
To William A. Bethel, administrator of the estate of Martha Harrison, deceased, and Oliver P. Lister, of Jefferson County, $399.
To Joel G. Higgins, administrator of estate of Richard Higgins, deceased, late of Phillips County, $11,954.
To Richard D. Lamb, for himself and as administrator of Ira M. Lamb, jr., heirs of Ira M. Lamb and Caroline, his wife, both deceased, of Phillips County, $2,166.67.
To the Union Trust Co., administrator of the estate of Mary Lefevre, deceased, late of Pulaski County, $5,842.
To John B. Luttrell, of Howard County, $480.
To Ben Mahuren, of Benton County, $550.
To Eleanor Maxwell, of Arkansas County, $3,064.
To Sue F. Carl Lee, Nancy L. Frazier, and E. M. Carl Lee, as administrator of Henry B. Mullins, deceased, of Monroe County, in equal shares, $1,995.
To Jonathan Pigman, executor of Benjamin Pigman, deceased, late of Madison County, $1,570.
To Marie Polk Johnston, James Polk, and Burns Polk, jr., heirs of Burns Polk, sr., deceased, late of Phillips County, $300.
To Manurvia J. Spake, formerly Manurvia J. Ross, of Johnson County, $780.
To William B. Rutherford, of Washington County, $890.
To John T. Sifford, executor of the estate of William T. Stone, deceased, late of Ouachita County, $2,640.
To Sarah Winter, of Ouachita County, $1,380.
To Lillie L. Penrod, sole heir of Mary E. Wycough, deceased, late of Independence County, $700.
To John Zillah and Mary T. Goss, sole heirs of Joseph C. Zillah, deceased, of Washington County, $240.

The amendment was agreed to.

The next amendment was, on page 12, line 7, before the word "dollars," to strike out "hundred" and insert "thousand," so as to make the clause read:

To the trustees of the Methodist Episcopal Church South, of Clarksville, $4,000.

The amendment was agreed to.

The next amendment was, on page 12, after line 9, to strike out:

To the trustees of the First Baptist Church of Helena, $1,790.

The amendment was agreed to.

The next aemndment was, on page 12, after line 13, to strike out:

To the trustees of the Old School Presbyterian Church, of Helena, $1,900.

The amendment was agreed to.

The next amendment was, on page 12, after line 17, to strike out:

To the trustees of the First Baptist Church of Pine Bluff, $1,960.
To the trustees of the Methodist Episcopal Church South, of Pine Bluff, $1,300.

The amendment was agreed to.

The next amendment was, on page 12, after line 21, to strike out:

CALIFORNIA.

To Joseph M. Clark, of Santa Clara County, $184.12.
To Wilford Cubbage, of San Bernardino County, $137.42.
To Richard N. Doyle, of Los Angeles County, $397.97.
To Andrew J. Guilford, of Alameda County, $547.25.
To David H. Hilderbrand, of Sacramento County, $480.
To Julia H. Castle, daughter of John H. Howe, deceased, of Los Angeles County, $575.93.

The amendment was agreed to.

The next amendment was, on page 13, after line 11, to strike out:

COLORADO.

To Lewis B. Brasher, of Denver, $372.83.
To Jesse W. Coleman, of Custer County, $675.
To James W. Hanna, of Denver County, $148.34.
To William B. Palmer, of Denver, $360.65.
To George T. Shackelford, of Denver, $43.80.

The amendment was agreed to.

The next amendment was, on page 13, after line 22, to strike out:

CONNECTICUT.

To James F. Brown, of New London County, $262.98.
To E. W. Hubbell and R. H. Hubbell, executors of the estate of James E. Hubbell, deceased, of Fairfield County, $109.27.
To Charles H. Simmons, of Windham County, $39.94.

The amendment was agreed to.

The next amendment was, under the subhead "District of Columbia," on page 14, after line 6, to strike out:

To Harrison L. Deam, of Washington City, $115.74.
To Ella L. Deweese, widow of John T. Deweese, deceased, of Washington City, $155.09.
To Thomas Fahey, of Washington City, $1,840.

The amendment was agreed to.

The next amendment was, on page 14, line 16, before the word "cents," to strike out "sixty dollars and eighty-nine" and insert "twenty-four dollars and seventy-one," so as to make the clause read:

To Horatio G. Gibson, of Washington, $1,724.71.

The amendment was agreed to.

The next amendment was, on page 14, after line 16, to strike out:

To Heber L. Thornton and Grayson L. Thornton, trustees of the estate of Gottlieb C. Grammer, deceased, $2,340.
To Benjamin F. Hasson, of Washington City, $365.39.

The amendment was agreed to.

The next amendment was, at the top of page 15, to strike out:

To Elizabeth Thomas, of Brightwood, $1,835.

The amendment was agreed to.

The next amendment was, under the subhead "Florida," on page 15, after line 8, to strike out:

To Robert von Balsan; Eliza C. von Balsan, administratrix of Rinaldo von Balsan, deceased; and Sarah von Balsan, administratrix of Isadore von Balsan, deceased, of St. John County, $1,280.
To Joseph D. Hazzard, of Lake County, $106.21.
To Telesfor D. Quigles, administrator of the estate of Manette Marsons, deceased, late of Escambia County, $4,300.
To Richard H. Turner, in his own right and as administrator of the estate of Eliza Turner, deceased, and Eliza Ann Turner, of Duval County, $2,130.
To the First Baptist Church of Jacksonville, $1,170.

The amendment was agreed to.

The next amendment was, on page 15, after line 24, to insert:

To the rector, wardens, and vestry of St. John's Church, at Jacksonville, $12,000.

The amendment was agreed to.

The next amendment was, under the subhead "Georgia," on page 16, after line 1, to strike out:

To July Anderson, jr., administrator of the estate of July Anderson, deceased, of Liberty County, $280.
To G. W. Aycock, administrator of the estate of Reddick Aycock, deceased, late of Walton County, $515.
To Caldwell C. Baggs and William A. Baggs, of Liberty County, and to Mary A. Baggs Latham, of Duval County, Fla., in equal shares, $660.
To James F. Hicks, administrator of the estate of Larkin Clark, deceased, of Hart County, $165.
To Mrs. M. E. Arrowood, administratrix of the estate of William Coursey, deceased, of Fulton County, $617.
To George Creel, of Clayton County, $865.
To Fannie Crow, administratrix of the estate of Levi Crow, deceased, late of Paulding County, $710.
To Daniel M. Dempsey, administrator of the estate of Berryman S. Dempsey, deceased, of Floyd County, $857.
To N. C. Fears, administrator of the estate of W. S. Fears, deceased, of Henry County, $1,765.
To Miles L. Floyd, administrator of the estate of David Floyd, deceased, of Gordon County, $310.
To Plymouth Frazier, jr., of Liberty County, $122.
To H. B. Godbee, son and heir of Albert Godbee, deceased, of Clayton County, $430.
To A. G. McDonald, administrator of the estate of Robert H. Green, deceased, of Clayton County, $595.
To Abraham Greeson, of Gordon County, $405.
To Archibald A. Griggs, administrator of estate of Archibald P. Griggs, deceased, late of Cobb County, $760.

To J. M. Ballew, administrator of the estate of Sarah Hays, deceased, late of Gordon County, $330.
To Mary E. Humphreys, independent executrix of the estate of Enoch Humphreys, deceased, of Gordon County, $370.
To Dennis H. Hunt, administrator of estate of Samuel Hunt, deceased, late of Floyd County, $508.
To J. W. Jennings, administrator of the estate of Patrick Jennings, deceased, of Bartow County, $190.
To Sabini Jones, of Pike County, $215.
To Catherine Kelton, of Fulton County, $500.
To Mary A. Landis, administratrix of estate of Solomon Landis, deceased, late of Atlanta, Ga., $1,100.
To Joe M. Moon, administrator of the estate of Elijah Pinson, deceased, late of Bartow County, $705.
To Julia A. Crusells, administratrix of William H. Rice, deceased, of Fulton County, $8,190.
To S. Inman, administrator of the estate of Jacob B. Russell, deceased, late of Catoosa County, $3,210.
To Matilda J. Smith, widow of Melvin J. Smith, deceased, late of Whitfield County, $295.
To B. J. Cowart, administrator of Aaron Turner, deceased, of Campbell County, $415.
To W. C. Waldrop, administrator of the estate of Millinton Waldrop, deceased, late of Paulding County, $641.
To Otto Seller, administrator of the estate of Carl Weiland, deceased, late of Chatham County, $3,022.

The amendment was agreed to.

The next amendment was, on page 19, after line 13, to strike out:

To the rector, wardens, and vestrymen of St. Philip's Episcopal Church, of Atlanta, $800.

The amendment was agreed to.

The next amendment was, on page 19, after line 17, to strike out:

To the trustees of the Jerusalem Evangelical Lutheran Church, of Ebenezer, $225.
To the trustees of the African Methodist Episcopal Church, of Marietta, $425.

The amendment was agreed to.

The next amendment was, on page 20, after line 4, to insert:

To the trustees of the Catholic Church, at Dalton, $3,680.

The amendment was agreed to.

The next amendment was, on page 20, after line 6, to strike out:

ILLINOIS.

To Martha J. Bowen, widow of Edwin A. Bowen, deceased, late of Lasalle County, $221.80.
To Andrew L. Carter, of Sangamon County, $48.16.
To Bennett Depenbrock, of Marion County, $952.19.
To Thomas O. Eddins, of Pike County, $227.90.
To Mary J. Ely, widow of Benjamin F. Ely, deceased, of Coles County, $259.68.
To James P. Files, son, and Alice White, granddaughter, sole heirs of James P. Files, deceased, late of Wayne County, $80.01.
To Benjamin S. Ford, of Tazewell County, $330.43.
To Thomas Foster, of Cook County, $1,400.
To William T. Glenn, of Cook County, $334.75.
To William Hanna, of Adams County, $395.57.
To Annie Mahar, widow (remarried) of Theodore S. Loveland, of Cook County, $590.39.
To Orrin L. Mann, of Vermilion County, $283.35.
To John E. Mullaly, of Cook County, $99.30.
To Fannie Pemberton, of Golconda, $4,000.
To Nannie L. Schmitt, widow of William A. Schmitt, deceased, of Cook County, $129.25.
To Mary L. Scott, widow of Pleasant S. Scott, deceased, of Menard County, $67.77.
To Augusta A. Smith, executrix of the estate of E. Leonidas Smith, deceased, of Cook County, $1,400.
To John H. Stibbs, of Cook County, $216.18.
To Carrie M. Persons, executrix of William Stubbs, deceased, of Cook County, $411.17.
To John J. Vincent, of Williamson County, $282.

The amendment was agreed to.

The next amendment was, on page 22, after line 5, to strike out:

INDIANA.

To Lewis J. Blair, of Dekalb County, $434.14.
To Sarah E. Smith and George W. Browne, brother and sister and sole heirs of Thomas M. Browne, deceased, of Randolph County, $202.84.
To Samuel E. Calvert, late a resident of Kentucky, now residing in Grant County, Ind., $274.92.
To William G. Dudley, of Sullivan County, $381.87.
To Russell P. Finney, of Clark County, $153.95.
To John W. Foland, of Madison County, $477.04.
To Andrew G. Gorrell, of Wells County, $264.71.
To Silas Grimes, of Monroe County, $288.37.
To John W. Headington, of Jay County, $194.19.
To Nimrod Headington, of Jay County, $276.45.
To Hiram Hines, of Hamilton County, $309.45.
To Jeannette J. Guard, administratrix of the estate of Josiah Jennison, deceased, late of Dearborn County, $1,200.
To Kate Morehead, Clara M. Girard, and Florence E. Cochran, heirs of Joseph P. Leslie, deceased, $55.43.
To John D. Longfellow, of Grant County, $98.51.
To Cyrus J. McCole, of Hamilton County, $330.44.
To Leonard H. Mahan, of Vigo County, $119.14.
To Ernest C. North, of Ohio County, $90.90.
To Robert W. Pemberton, of Tippecanoe County, $473.02.
To John W. Sale, of Allen County, $299.62.
To Joseph D. Wyatt, a resident of the National Military Home in the State of Indiana, $102.81.

The amendment was agreed to.

The next amendment was, on page 24, after line 3, to strike out:

IOWA.

To Hiram Atkinson, of Fremont County, $64.59.
To Charles C. Bauman, late of Illinois, now resident of Davenport, Iowa, $238.16.
To Annis M. Dana, widow of Newell B. Dana, deceased, of Washington County, $242.
To Henry Green, of Clay County, $83.81.
To Paris P. Henderson, of Warren County, $392.09.
To Johannah H. Houps, widow of Michael Houps, deceased, of Dubuque County, $442.74.
To Nancy J. Gilleland, widow (remarried) of John Paul Jones, deceased, of Madison County, $173.13.
To Hamilton L. Karr, of Clark County, $66.54.
To Basil D. Mowery, of Keokuk County, $461.22.
To D. W. Poor, son and heir at law of James A. Poor, deceased, of Buchanan County, $138.83.
To August Schlapp, $399.36.
To George A. Smith, of Clinton County, $416.67.
To Abram Treadwell, of Clayton County, $450.40.

The amendment was agreed to.

The next amendment was, on page 25, after line 11, to strike out:

KANSAS.

To James P. Barnett, of Sedgwick County, $97.71.
To Samuel A. Shelton, administrator of the estate of Henry Bennett, deceased, of Allen County, $845.

Mr. CURTIS. I hope the amendment regarding the claim of Shelton will not be agreed to. I ask to have read the following statement in regard to the claim.

The PRESIDING OFFICER. The Secretary will read, as requested.

The Secretary read as follows:

BRIEF IN THE CASE OF HENRY BENNETT.

The present claimant in that case is Samuel A. Shelton, administrator of the estate.

The grounds given for striking this case out of the omnibus claims bill are as follows:

"No. 226. Henry Bennett. Referred in 1888; loyalty found in 1902, 14 years later, during which period it slept in Court of Claims without motion; was not brought on for trial in Court of Claims until 1908, 20 years after reference; stores and supplies taken in 1861–1864; never presented to any department; slept 24 years before reference and 20 years in Court of Claims after reference; laches (H. 875, 60th Cong., 1st sess.)."

These statements of fact are not correct. The case did not sleep 24 years before reference, as stated, for the simple reason that the claimant made a proper presentation of his claim to the Quartermaster General under the act of July 4, 1864, and this claim remained unadjudicated in that office until 1881, where it was rejected by the Quartermaster General.

No further relief was open to the claimant at this time, but so many cases were rejected by the Quartermaster General in summary manner, without considering really competent evidence, that Congress passed the act of March 3, 1883, commonly known as the Bowman Act, authorizing the examination into the facts of these cases by a court. A bill for the relief of the claimant was introduced in the Fiftieth Congress, first session, and on May 1, 1888, the Committee on War Claims ordered the case referred to the Court of Claims for findings of fact under the Bowman Act.

PROCEEDINGS UNDER BOWMAN ACT.

The claimant is charged with having slept on his rights in the Court of Claims 14 years without motion. This statement is not correct, and it will appear from the transcript of the docket entries annexed hereto. There was a delay of 12 years in securing the claimant's testimony. Attention is asked to what is said in the inclosed printed brief relative to stores and supplies cases, about the delays of the Government in taking testimony, beginning with page 14.

In December, 1900, however, the claimant got the depositions of seven witnesses on the subject of loyalty. Claimant's brief was promptly filed on April 6, 1901, and then there was a wait until January 22, 1902, for the defendants' brief. December 20, 1904, the case was remanded to the general docket. On April 18, 1906, the defendants moved to dismiss the case for want of prosecution. The court, however, did not order the case dismissed, and the claimant's brief on merits was filed in 1907, and findings were made in the claimant's favor in the same year.

There were delays in this case, without question, but they were not all due to the claimant. The claimant was ready to go ahead and take his testimony, but found it impossible to make arrangements for having Government counsel present to conduct the cross-examination.

FINDINGS BY THE COURT.

The findings of the court are reported to Congress in House Document No. 875, Sixtieth Congress, first session. The findings by the court are as follows:

"This case being a claim for supplies or stores alleged to have been taken by or furnished to the military forces of the United States for their use during the late war for the suppression of the rebellion, the court on a preliminary inquiry finds that Henry Bennett, the person alleged to have furnished such supplies or stores, or from whom the same are alleged to have been taken, was loyal to the Government of the United States throughout said war.

"During the war for the suppression of the rebellion there was taken from the claimant's decedent in Allen County, State of Kansas, by various soldiers under the command of Col. Jennison, of the Fifteenth Kansas Volunteers, property of the character and kind described in the petition, but the authority therefor is not shown. The reasonable value of the property so taken was at the time and place the sum of $845, no part of which appears to have been paid."

TRANSCRIPT OF DOCKET ENTRIES IN CASE NO. 4394, CONGRESSIONAL, IN THE COURT OF CLAIMS.

Claimant: Henry Bennett *v.* The United States.
Attorney of record: Charles and William B. King.
May 5, 1888. Order Committee on War Claims, House of Representatives, dated May 1, 1888, referring case, and one paper filed. Notified Assistant Adjutant General and claimant care of clerk.

June 5, 1888. Call on War Department issued.
June 5, 1888. Call on Treasury Department issued.
June 30, 1888. Reply Treasury Department; 12 papers filed; parties notified.
July 21, 1888. Call on War Department issued.
November 26, 1888. Reply War Department; 19 filed; parties notified.
June 2, 1891. Call on Treasury Department issued.
August 4, 1891. Call on War Department (letter) issued.
August 17, 1891. Call on War Department (letter) returned with answer indorsed thereon; parties notified.
December 5, 1891. Reply Treasury Department received; parties notified.
notified.
August 19, 1892. Report War Department filed by defendants; parties notified.
November 21, 1900. Petition filed; copies and notice to defendants.
November 30, 1900. Report of War Department filed by defendants; attorney notified.
December 27, 1900. Depositions of Samuel J. Stewart, E. Strosnider, Allen Dickinson, G. B. Balch, N. Kemmer, Mrs. Emma R. Lassman, and G. De Witt for claimant filed; parties notified.
April 6, 1901. Claimant's brief on loyalty filed; copy and notice to defendants.
April 22, 1901. Report Treasury Department filed by defendants; attorney notified.
June 20, 1901. Report Treasury Department on loyalty filed by defendants; attorney notified.
January 23, 1902. Defendants' brief on loyalty filed; attorney notified.
January 24, 1902. Report War Department on loyalty filed by defendants; attorney notified.
January 27, 1902. Submitted on evidence and briefs.
February 3, 1902. Loyalty of Henry Bennett found.
December 20, 1904. Remanded to general docket.
April 18, 1906. Defendants' motion to dismiss for want of prosecution under rule 93 filed; attorney notified; see 9519, House Journal.
September 10, 1906. Claimant's objection to motion to dismiss filed; defendants notified.
September 12, 1906. Defendants' reply to claimant's objection to motion to dismiss.
January 25, 1907. Claimant's brief on merits filed; copy and notice to defendants.
February 27, 1907. Defendants' brief on merits filed; attorney notified.
March 4, 1907. Claimant's reply brief filed; copy and notice to defendants.
March 11, 1907. Submitted on evidence and briefs.
April 1, 1907. Court filed findings of fact in favor of claimant for the sum of $205, to be certified to the Speaker, House of Representatives.
December 21, 1907. Claimant's motion to amend findings of fact with brief in support filed; defendants notified with copy; House Journal.
December 21, 1907. Certificate of register of deeds of Allen County, Kans., filed by claimants; defendants notified.
January 13, 1908. Claimant's motion of December 21, 1907, to law calendar.
February 14, 1908. Motion to substitute Samuel A. Shelton, administrator of estate of Henry Bennett, deceased, with certified copy of letters of administration filed; allowed under rule 45; defendants notified.
February 25, 1908. Defendants' reply to claimant's motion to amend findings of fact filed; attorney notified.
February 25, 1908. Claimant's motion to amend findings of fact submitted.
February 25, 1908. Claimant's motion to amend findings of fact allowed in part and overruled in part; former findings withdrawn and new findings filed in the sum of $845, to be certified to the Speaker, House of Representatives.
April 21, 1908. Findings certified to the Speaker, House of Representatives.

Mr. CRAWFORD. Mr. President, I wish to say to the Senator from Kansas that this case is very similar to several hundred others in this bill. The position of the Committee on Claims rests upon what appears on the face of the finding of the Court of Claims. We have never undertaken to go into files, records, and pleadings outside of what appears on the face of the report made to us, because to do so would be to open up questions lying beyond the report of the Court of Claims and involve the committee in inextricable confusion and difficulty.

What is set forth in the recitals does appear on the face of this claim in paragraph 226, page 62, of the report of the committee. The court does not find that this property was taken by authority. It may have been taken by soldiers and carried off, but that would be an individual act of plunder or spoliation on the part of individual soldiers. The court did not find that the property was taken by authority of any military head, and it does appear that the claim remained in this situation of inactivity all these years.

Necessarily, having passed the other House as several hundred other claims very similar to it have done, it will have to be dealt with in conference. If we make an exception of this item, raise questions of a quorum, and have roll calls, we will have an endless number of such cases, so I think the Senator ought to allow the item to go with others similarly situated and have them treated together in conference.

Mr. CURTIS. Mr. President, I have no desire to interfere with the plan of the chairman of the committee. I had noticed in this report that undoubtedly the chairman, or whoever wrote the report or looked into the cases, had not thoroughly studied them, because there are misstatements of fact. There had been diligence by the claimant. However, if that matter is to be tried out in conference and this case is to be treated with other cases, I will not insist on a separate vote, but will let the matter go so that it may be settled in conference. However, I do want to say for a number of these Kansas cases that I have looked into the facts and find that the claimants were diligent, and that the delay was more on account of the nonaction of Congress than on the part of the claimants. In many cases the delay was caused by inaction on the part of the War Department, where claims were held some 10 or 15 years before any action was taken upon them by the Quartermaster General's Department.

Mr. CRAWFORD. Upon that I simply desire to say to the Senator that I decline to plead guilty of any failure in the exercise of diligence. I do not think that when a tribunal has been created under the law for the very purpose of having it thrash out all these questions, take testimony, and make reports as advisory to us it then becomes the duty of the committees of Congress to go away back behind the record sent to us by the court and ascertain whether or not the court was at fault in not having given us a fuller statement because there was evidence that justified some fuller statement by the Court of Claims than that court had made to us. In other words, I do not think we are required to go behind the report of the Court of Claims and retry or reexamine these cases. So we did not undertake to do so, and I do not think we are subject to the charge of lack of diligence because we did decline to do so. But, as I have said, the House passed these items which the Senate committee has suggested be stricken from the bill. That necessarily will bring the matter, if the action of the Senate committee is sustained, before the conferees, where advocates of both views may be heard and some conclusion reached. I think it better to do that than to open up these individual cases and involve us in endless examination of details here. It is very much like the action of a master with a long account. There are probably 3,000 different items involved in this bill, and if the Senate is to undertake to weigh testimony in each one of them we are defeated in the attempt to consider this bill before we begin. On that account I suggest to the Senator that it would be better to let it go in that way.

Mr. CURTIS. Mr. President, as I said in my opening statement, I have no desire to oppose the policy which the chairman of the committee desires to follow in regard to these different items. If he wants to settle the matter in conference with the object of going into these cases and examining the reports that are on file with the committee of the House, I will not ask for a separate vote. I have looked up these several cases from Kansas, however, and I am satisfied that the claimants did use due diligence. With that statement, I will simply ask to withdraw my request for a separate vote upon the amendment.

The PRESIDING OFFICER. The request for a vote is withdrawn, and, without objection, the committee amendment is agreed to. The Secretary will resume the reading of the bill.

The reading of the bill was resumed.

The next amendment of the Committee on Claims was, under the head of "Kansas," on page 25, to strike out from line 18 to line 24, inclusive, as follows:

To Frank Crathorne, of Wilson County, $201.17.
To Jane H. Haynes, widow of Charles H. Haynes, deceased, of Bourbon County, $100.70.
To Alfred W. Kent, of Clay County, $664.

Mr. CURTIS. In this connection, without having it read, I will ask leave to have printed in the RECORD a statement relating to the claim of Alfred W. Kent, at the bottom of page 25.

The PRESIDING OFFICER. Without objection, permission is granted.

The statement referred to is as follows:

BRIEF IN THE CASE OF ALFRED W. KENT.

Claimant is a resident of Broughton, Clay County, Kans. He is represented locally by Mr. F. L. Williams, of Clay Center.

The reasons given by the committee for the exclusion of this claim from the omnibus claims bill are as follows (see S. Rept. No. 770, p. 62):

"No. 229. Alfred W. Kent. Referred in 1900; loyalty found in 1905; stores and supplies taken in 1864; claim presented to no department; slept for 36 years before reference; laches. (S. 455, 59th Cong., 1st sess.)"

This last statement that the claim was never presented is not correct, for the claim could not have been considered by the court under the Bowman Act had it not first been presented in accordance with the law. On this point attention is asked to the printed brief relating to the stores and supplies cases, beginning page 22.

FIRST PRESENTATION OF CLAIM.

This claim was first presented to the Third Auditor of the Treasury in April, 1883. It was rejected August 9, 1889. (See claim No. 21099, office Third Auditor of the Treasury.) The comptroller concurred in this disallowance August 15, 1889. The claimant filed additional evidence with the comptroller, who authorized a further examination into the claim. Under date of January 10, 1891, the claim was again disallowed by the accounting officers. The case was rejected on the ground that the records did not show that any voucher was given to the claimant, and his name was not found upon the report submitted to the Quartermaster General.

On February 2 the claimant petitioned Congress for relief. This petition was presented by Senator W. A. Harris, and on March 28, 1900, the bill for the claimant's relief (S. 3462) was referred by resolution of the Senate to the Court of Claims for findings of fact under the act of March 3, 1887, commonly known as the Tucker Act.

PROCEEDINGS UNDER THE TUCKER ACT.

It is claimed that the claimant was guilty of laches, but the transcript of docket entries hereto annexed shows that this was not the case. The case was referred in 1900; the petition was filed in 1901; depositions were taken in 1902 and 1904; the claimant was found loyal in February, 1905; and the case brought to trial on the merits in 1906. The case was under prosecution in the court six years.

The findings of the court are set out in Senate Document No. 455, Fifty-ninth Congress, first session. This document shows that—

"On a preliminary inquiry the court, on the 20th day of February, 1905, found that the person alleged to have furnished the supplies or stores, or from whom they were alleged to have been taken, was loyal to the Government of the United States throughout said war."

And also found that—

"During the war for the suppression of the Rebellion the military forces of the United States, by proper authority, for the use of the Army, took from claimant, in Johnson County, State of Kansas, horses, as above described. The reasonable value of said horses, together with the hire for 22 days of two teams, is the sum of $664.

"No payment appears to have been made therefor."

APPROPRIATIONS.

Provisions have been made on the following bills which have passed one or the other Houses of Congress, as indicated, for the payment of findings in these cases:

S. 7971, Sixty-first Congress, second session, as reported (S. Rept. No. 603) and passed by the Senate December 20, 1910.

H. R. 32767, Sixty-first Congress, second session, passed by the House of Representatives February 17, 1911, as a substitute for Senate bill 7971. On account of the shortness of remaining time this bill was not acted on in the Senate.

H. R. 19115, Sixty-second Congress, second session, passed by the House of Representatives February 19, 1912. Senate committee recommends striking out practically every southern war claim.

TRANSCRIPT OF DOCKET ENTRIES IN CASE NO 10149, CONGRESSIONAL, IN THE COURT OF CLAIMS.

Claimant: Alfred W. Kent *v.* The United States.

Attorney of record: George A. & William B. King.

March 29, 1900. Resolution of the United States Senate dated March 28, 1900, referring case and one paper under act of March 3, 1887, also (Senate bill No. 3462—see accompanying letter of the Secretary of the United States Senate filed in No. 10147) filed; amount claimed, $1,265. Notified A. A. G. and claimant—address Johnson County, Kans.

May 7, 1900. Appearance of George A. and William B. King filed (power of attorney to be filed when petition is filed).

May 30, 1900. Call on Treasury Department filed, allowed, and issued June 8, 1900.

June 29, 1901. Petition filed; defendants notified with copies.

July 9, 1901. Report of War Department on loyalty filed by defendants; parties notified.

July 9, 1901. Report of War Department on merits filed by defendants; parties notified.

November 23, 1901. Report of Treasury Department on loyalty and merits filed; attorney notified.

April 14, 1902. Deposition of Alfred W. Kent for claimant filed; parties notified.

September 3, 1902. Deposition of G. W. Stabler for claimant filed; parties notified.

September 3, 1902. Depositions of William T. Turner, S. T. Duffield, and P. Duffield for claimant filed; parties notified.

December 1, 1902. Reply Treasury Department (39 papers) filed; parties notified.

October 12, 1904. Deposition of V. R. Blush for claimant filed; parties notified.

December 2, 1904. Claimant's brief on loyalty filed; copy and notice to defendants.

February 13, 1905. Submitted on evidence and brief.

February 20, 1905. Loyalty of Alfred W. Kent found.

October 14, 1905. Claimant's brief, request for findings of fact and brief on merits filed; copy and notice to defendants.

December 6, 1905. Defendants' brief on merits filed; attorney notified.

March 29, 1906. Claimant's reply brief filed; copy and notice to defendants.

April 4, 1906. Submitted on evidence and briefs.

April 9, 1906. Court filed findings of fact in favor of claimant for the sum of $664 to be certified to the President of the Senate.

May 21, 1906. Motion to certify findings to Congress filed; allowed.

May 22, 1906. Findings certified to the President of the United States Senate.

The reading of the bill was resumed.

The next amendment of the Committee on Claims was, to strike out all the items from line 1, on page 26, to and including line 9, on page 36, as follows:

To B. C. Matthews, administrator of the estate of Fenelon B. Matthews, deceased, late of Nemaha County, $550.52.

To Florence M. Metz, widow of Edmund Metz, deceased, of Reno County, $113.23.

To Martin V. B. Sheafer, of Cloud County, $152.76.

To William H. Sparrow, of Labette County, $165.26.

To Jacob Samuel Weaver, of Bourbon County, $82.26.

KENTUCKY.

To Mary E. Martin, widow (remarried) of Samson M. Archer, deceased, of Bourbon County, $115.70.

To Thomas N. Arnold, jr., administrator of the estate of Thomas N. Arnold, deceased, late of Kenton County, $5,015.

To William A. Attersall, of Clark County, $30.74.

To A. W. Richards, administrator of the estate of Kinchen Bell, deceased, of Union County, $1,420.

To Margaret A. Bloom, widow of Andrew S. Bloom, deceased, of Fayette County, $789.20.

To William H. Boswell, of Anderson County, $540.

To R. B. Bottom, executor of the last will and testament of Henry P. Bottom, deceased, of Boyle County, $1,715.

To Valentine S. Brewer, of Owsley County, $469.90.

To Patrick Henry Bridgewater, of Adair County, $220.

To Coleman T. Brown, of Green County, $1,620.

To Stephen E. Brown, of Boyle County, $490.

To J. Patrick McGee, administrator of the estate of Clement Calhoun, deceased, late of Nelson County, $320.

To Charles P. Cammack, Mary B. Harbin, Lillie V. Oldham, and Frances H. Glover, heirs of Mary R. Cammack, deceased, late of Jefferson County, $525.

To B. H. Chesher, administrator of the estate of W. G. Chesher, deceased, late of Anderson County, $320.

To Sallie M. Cohen, administratrix of the estate of Henry Cohen, deceased, late of Boyle County, $856.

To Thomas P. Coldwell, of Laurel County, $89.83.

To Millard J. Conley, heir of Harmon Conley, deceased, late of Paint Creek, $1,200.

To U. S. Denny, heir of the estate of Thomas D. Denny, deceased, of Wayne County, $102.

To Sarah Ann Dobbs, widow of Nathaniel B. Dobbs, deceased, of Pulaski County, $152.25.

To William Dunn, administrator of the estate of Woodford Dunn, deceased, of Edmonson County, $910.

To Emma F. Everman, of Carter County, $425.

To Hattie Grider, administratrix of the estate of T. S. Grider, deceased, late of Warren County, $1,795.

To James M. Hall, of Montgomery County, $750.

To J. A. Hall, administrator of the estate of Starkey Hall, deceased, late of Logan County, $380.

To Robert Hardwick, of Pulaski County, $980.

To Foster G. Heyser, Charles F. Heyser, and George Heyser, executors of the estate of Thomas Heyser, deceased, late of Hart County, $1,015.

To Thomas R. Hill, of Bath County, $495.

To E. S. Holloway and W. S. Holloway, surviving executors of the estate of John G. Holloway, deceased, late of Henderson County, $2,102.

To William B. Kelly, of Clay County, $50.

To Harriet N. Lair, of Pulaski County, $350.

To Eliza Leathers, administratrix of the estate of Alfred Leathers, deceased, late of Anderson County, $825.

To Mary H. Letcher, administratrix of estate of Thomas K. Letcher, deceased, late of Jessamine County, $420.

To Joseph E. Lindsey, surviving partner of the firm of John Lindsey & Son, of Montgomery County, $1,080.

To Katherine McClelland, administratrix of the estate of Robert M. McClelland, deceased, late of Fayette County, $900.

To Elizabeth Magruder, niece and heir at law of Alexander Magruder, deceased, of Nelson County, $220.56.

To Daniel Mans, of Maysville, Ky., late of Goochland County, Va., $250.

To George Leonard, administrator of the estate of Catherine Marin, deceased, of Campbell County, $1,105.

To John H. Marshall, of Pendleton County, $300.

To Samuel P. Martin, of Anderson County, $330.

To Kate W. Milward, widow of Hubbard K. Milward, deceased, of Fayette County, $545.10.

To Rudolph Minton, of Jefferson County, $310.

To Robert L. Moore, of Crittenden County, $213.

To Ella J. Vermillion and others, children and heirs at law of Zachariah A. Morgan, deceased, of Letcher County, $52.60.

To Miriam F. Munday, widow of Jesse S. Munday, deceased, of Mercer County, $501.86.

To Ion B. Nall, of Jefferson County, $46.40.

To Hannah Nally, executrix of William A. Nally, deceased, late of Louisville, $2,013.

To Samuel H. Pipes, of Washington County, $1,210.

To Fannie C. Poynter, administratrix of the estate of William L. Poynter, deceased, of Barren County, $610.

To Belle M. Robards, of Boyle County, $425.

To John W. Robbins, of Bracken County, $263.

To Margaret P. Robinson, widow of Richard M. Robinson, late of Garrard County, $227.

To T. P. Salyer, of Lawrence County, $350.

To C. H. Webb, jr., administrator of the estate of David B. Sanders, deceased, late of Livingston County, $1,975.

To Mary Speak, widow of Jesse C. Speak, deceased, of Laurel County, $36.60.

To Andrew J. Tranghber, of Logan County, $760.

To R. A. Walker, executor of John L. Walker, deceased, late of Boyle County, $324.

To Benjamin R. Waller, of Graves County, $524.77.

To Elijah Warren, of Green County, $175.

To John E. Wells, of Mason County, $256.24.

To Eleanor G. Whitney, of Scott County, $6,466.

To John M. Wilson, administrator of the estate of Joseph Wilson, deceased, late of Fulton County, $2,300.

To William J. Worthington, of Greenup County, $36.40.

To the trustees of the Baptist Church of Bowling Green, $650.

To the deacons of the First Presbyterian Church of Bowling Green, $1,125.

To the stewards of the Methodist Episcopal Church South, of Bowling Green, $730.

To the trustees of the Baptist Church of Brandenburg, $180.

To the secretary and treasurer of Harrison Masonic Lodge, No. 122, of Brandenburg, $125.

To the trustees of the Methodist Episcopal Church South, of Brandenburg, $125.

To the trustees of the Methodist Episcopal Church South, of Bryantsville, $410.

To the trustees of the Baptist Church of Crab Orchard, $1,050.

To St. Andrews Lodge, No. 18, Free and Accepted Masons, of Cynthiana, $600.

To the trustees of the Christian Church of Danville, $725.

To the trustees of the First Baptist Church of Danville, $700.

To the trustees of the First Presbyterian Church of Danville, $610.

To the trustees of the Methodist Episcopal Church South, of Danville, $520.

To the directors of the Presbyterian Theological Seminary of Kentucky, at Danville, $1,150.

To J. Harrison Planck and P. S. Dudley, trustees of the Baptist Church of Flemingsburg, $775.

To the trustees of the Glasgow graded common schools, of Glasgow, successor to the Glasgow Academy, or Urania College, of Glasgow, $1,215.

To the trustees of the Baptist Church of Harrodsburg, $675.

To the trustees of the First Presbyterian Church of Harrodsburg, $1,100.
To the trustees of the Methodist Episcopal Church South, of Harrodsburg, $750.
To the trustees of the First Presbyterian Church at Lebanon, $1,380.
To the rector of St. Augustine's Roman Catholic Church, of Lebanon, $405.
To the trustees of the Methodist Episcopal Church South, of Mount Sterling, $460.
To the trustees of the Presbyterian Church of Mount Sterling, $650.
To the treasurer of Salt River Lodge, No. 180, Free Ancient and Accepted Masons, of Mount Washington, $120.
To the trustees of the Green River Collegiate Institute, successor to the Hart Seminary, of Munfordville, $525.
To the trustees of the Jessamine Female Institute, successor of Bethel Academy, of Nicholasville, $725.
To the trustees of the Christian Church of Nicholasville, $940.
To the town of Nicholasville, $300.
To the trustees of the Sulphur Well Christian Church, near Nicholasville, $300.
To the trustees of the Baptist Church of Paris, $600.
To the trustees of the First Presbyterian Church of Paris, $1,215.
To the trustees of the Ewing Institute, of Perryville, $270.
To the trustees of the Methodist Episcopal Church South, of Perryville, $425.
To the session of the Presbyterian Church of Perryville, $325.
To the trustees of the Baptist Church of Princeton, $110.
To the Madison Female Institute, in Madison County, near Richmond, $6,500.
To the trustees of the Cumberland Presbyterian Church of Russellville, $1,650.
To the trustees of the Baptist Church of Shepherdsville, $150.
To the trustees of the Baptist Church of Somerset, $1,500.
To the trustees of the Presbyterian Church of Somerset, $550.
To the trustees of the Antioch Methodist Episcopal Church South, of Stewart, Mercer County, $240.

The amendment was agreed to.

The next amendment was, under the head of "Louisiana," on page 36, to strike out from line 11 to line 23, inclusive, on page 38, as follows:

To Victorie C. Avet, administratrix of the estate of Vincent Avet, deceased, late of Plaquemine, Iberville Parish, $2,425.
To Remy Bagarry, of Iberia Parish, $1,520.
To John Fisher, administrator of estate of Henry Bauman, deceased, late of Iberia Parish, $950.
To Eugene Barrow, administrator of the estate of Mary J. Barrow, deceased, late of West Feliciana Parish, $12,625.
To Adelia B. Greely, of Jones County, Miss., sole heir of H. B. Benjamin, deceased, late of East Baton Rouge Parish, $755.
To Mrs. Marie Ernestine Bourcy, Marie Ernestine Bourcy, jr., Stanislaus L. B. Bourcy, and Augustin Theodore Bourcy, heirs of Eugene Augustin Bourcy, deceased, late of New Iberia, $1,125.
To Felix Guidry, Arsene Broussard (née Guidry), Cecilia Alabarado (née Guidry), and Loretta Broussard (née Guidry), heirs of Louisa Breaux, late of Lafayette Parish, in equal shares, $7,780.
To Sarah Bushnell, of Rapides Parish, $1,725; to Rosa Brown, Meeker Brown, and Jennie May Brown, of said parish, heirs of Lindsay L. Brown, deceased, in equal shares, $1,725; and to Elmyra Jones, William Brown, Bertha Brown, May Brown, and Esther Brown, of said parish, heirs of Talton E. Brown, deceased, in equal shares, $1,725.
To Athenais Chretien Le More, administratrix of Felicite Neda Chretien, deceased, late of St. Landry Parish, $7,945.
To Stephen D. Clark, for himself and as sole heir of Emily C. Lovelace, deceased, and of Charles L. Clark, deceased, of Catahoula Parish, $4,240.
To J. Martin Compton, of Rapides Parish, $1,990.
To J. G. Le Blanc, administrator of the estate of Jean Crouchet, deceased, late of Iberia Parish, $1,040.
To Antoine Decuir, Joseph Auguste Decuir, and Rosa Decuir Macias, heirs of Antoine Decuir, sr., deceased, late of Pointe Coupee Parish, in equal shares, $4,115.
To Charles R. Delatte, administrator of the estate of Louis Delatte, deceased, late of the city of Baton Rouge, $1,010.
To Odile Deslonde, sole heir of Eloise Deslonde, deceased, late of Iberville Parish, $5,325.
To Nicaise Lemelle, administrator of estate of Bellot A. Donato, deceased, late of St. Landry Parish, $750.
To Ludger Lemelle, administrator of estate of Clarisse Donato, deceased, late of St. Landry Parish, $2,160.

The amendment was agreed to.

The next amendment was, beginning with line 3, on page 39, to strike out down to and including line 25, on page 44, as follows:

To Calvin H. Dyson, administrator of the estate of George W. Dyson, deceased, of Washington Parish, $715.
To Martin Guillory, of St. Landry Parish, $311.
To Adorea Honore, widow and sole heir of Emile Honore, deceased, late of Pointe Coupee Parish, $976.
To Annie E. Jones, Robert McElroy Jones, Alice J. Jones, Mattie E. Blanchard, Clemence W. Brian, Cecilia McElroy Dunn, and Robert M. Jones (administrator of the estate of Emma H. Wells, deceased), heirs of Matthew J. Jones, deceased, in equal shares, the sum of $4,143.
To Florville Kerlegan, of Lafayette Parish, $671.
To E. G. Beuker, administrator of estates of Rosamond Lacour, deceased, and of Colin Lacour, deceased, late of West Baton Rouge Parish, $635.
To C. La Branche, of New Orleans, dative testamentary executor of Adele Rixner Lanaux, deceased, $5,090.
To Estelle Landry, administratrix of estate of Joseph Landry, deceased, late of Ascension Parish, $1,320.
To Augustin Lazare, administrator of the estate of Jean Baptiste Lazare, deceased, late of St. Landry Parish, $697.
To Mariane T. Lemelle, administratrix of estate of Alexander Lemelle, deceased, late of St. Landry Parish, $565.
To Barthelemy Lemelle, administrator of estate of Euphemie Lemelle, deceased, late of St. Landry Parish, $1,520.
To Fiack Lemelle, administrator of Leon Lemelle, deceased, late of St. Landry Parish, $845.
To Marianne D. Lemelle, administratrix of the estate of Rigobert Lemelle, deceased, late of St. Landry Parish, $1,106.
To Marie Melanie Broussard, Nunez Lyons, Mary Azelima Simon, Mary Jane Campbell, and Benjamin Broussard (administrator of the estate of Sarah Jane Lyons Broussard, deceased), heirs of Bosman Lyons, deceased, late of Vermilion Parish, $3,126.
To the heirs of Laura P. Maddox, deceased, of Rapides Parish, $15,000.
To Jules Malveau, administrator of the estate of Jean Louis Malveau, deceased, late of St. Landry Parish, $375.
To Achille P. Rachal, administrator of the estate of Ozam D. Metoyer, deceased, late of Natchitoches Parish, $960.
To Louis V. Metoyer, administrator of estate of Theophile Metoyer, deceased, late of Natchitoches Parish, $1,335.
To Alphonse Meuillon, of St. Landry Parish, $245.
To Marie Josephine Le Sassier, administratrix of estate of Francois Meuillon, deceased, late of St. Landry Parish, $2,810.
To Aurore D. Kerlegan, administratrix of estate of Lucien Meuillon, deceased, late of St. Landry Parish, $200.
To Emile E. Zimmer, administrator of estate of George Neck, sr., deceased, late of Avoyelles Parish, $550.
To Gertrude Nolasco, of West Feliciana Parish, $540.
To Robert Norris, of Catahoula Parish, $900.
To Auguste Guirard, administrator of estate of Caroline Pierront, deceased, late of the parish of St. Martin, $1,960.
To Adolph Hartiens, tutor of Sidney L. Hartiens, William W. Hartiens, and Mary R. Hartiens, grandchildren and heirs at law of William H. Osborne, deceased, late of Rapides Parish, $54,875.
To Alfred C. Parham, administrator of the estates of Harvey N. Parham, deceased; Mrs. Euphrasie Parham, deceased; and Mrs. Amelia E. Smith, deceased; and Alfred C. Parham in his own right, and Corinne B. McRight in her own right, of the parish of Rapides, $2,120. The respective interests of the claimants, being their respective shares of the property hereinbefore mentioned, are as follows: Alfred C. Parham, administrator of the estate of Harvey N. Parham, deceased, $300; Alfred C. Parham, administrator of the estate of Euphrasie Parham, deceased, $1,040; Alfred C. Parham, administrator of the estate of Amelia E. Smith, deceased, $260; Alfred C. Parham in his own right, $260; and Corinne B. McRight in her own right, $260.
To Michael Rubi, of Donaldsonville, $1,980.
To Oliver Schwartzenburg, administrator of the estate of John Schwartzenburg, deceased, late of Rapides Parish, $4,720.
To Jacintha Strother, of New Orleans, in her own right, $4,000, and as administratrix of the estate of Joseph T. Strother, deceased, late of Pointe Coupee Parish, $2,750.
To Arthur Taylor, surviving partner of Arthur Taylor and Louis Taylor, of Lafayette Parish, $787.
To Amy A. Taylor, formerly of East Carroll Parish, now Harrison County, Tex., $1,631.66; and to Marie C. Quays, executrix of Philip D. Quays, deceased, of East Carroll Parish, $1,631.66.
To Cornelius F. Terrell, Cordelia I. Terrell, and Vera R. Terrell Harper, sole heirs of the estate of Richard Terrell, deceased, late of New Orleans, $6,000.
To Charlton B. Tucker, son and heir of J. W. Tucker, deceased, and his wife, Marcelline Tucker, deceased, late of Lafourche Parish, $9,743; and to Louisa Tucker Le Forte, daughter and heir of said Marcelline Tucker, deceased, $4,871.
To J. B. Verdun, jr., administrator of the estate of Romain Verdun, deceased, late of St. Mary Parish, $7,715.
To James A. Verret, administrator of Adolph Verret, deceased, late of Terrebonne Parish, $4,067.
To Judith Vincent, in her own right and as sole heir of her mother, Amélia Olivier Delille, late of Iberia Parish, $875.
To Charles S. Von Hofen, administrator of the estate of Henry Von Hofen, deceased, of Jefferson Parish, $910.
To Elizabeth White, administratrix of the estate of Samuel N. White, deceased, late of West Feliciana Parish, $27,800.
To Frederick T. Wimbish, administrator of William R. Wimbish, deceased, late of West Feliciana Parish, $5,100.
To the Plains Lodge, No. 135, of Free and Accepted Masons, of East Baton Rouge Parish, $700.

The amendment was agreed to.

The next amendment was, on page 45, to strike out from line 4 to line 10, inclusive, as follows:

MAINE.

To Jacob B. Loring, of Knox County, $148.23.
To Whitman L. Orcutt, of Aroostook County, $878.47.
To William L. Ross, of Penobscot County, $47.56.

The amendment was agreed to.

The next amendment was, under the head of "Maryland," beginning with line 12, on page 45, to strike out to and including line 26, on page 49, as follows:

To Jacob R. Adams, of Washington County, $210.
To Martin H. Avey, of Washington County, $625.
To mayor and city council of Baltimore, $2,996.94.
To Elizabeth V. Belt, administratrix of the estate of Alfred C. Belt, deceased, late of Montgomery County, $2,970.
To A. Rosa Bevans, of Washington County, $570.
To William E. Boteler, administrator of Hezekiah Boteler, deceased, of Frederick County, $568.
To Richard T. Gott and Benjamin N. Gott, executors of the estate of Thomas N. Gott, deceased, late of Montgomery County, $1,200.
To Maria M. Harris, widow of Henry N. Harris, deceased, late of Montgomery County, $121.08; and to Frank N. Harris, Henry W. Harris, George W. Harris, Alla V. Harris, Annie E. Harris, John W. Harris, William Harris, and Thomas D. Harris, children and heirs of said Henry N. Harris, deceased, in equal shares, $242.17.
To Harmon W. Hessen, formerly of Allegany County, now of Martinsburg, W. Va., $2,035.
To Cornelia Jones, administratrix of John L. T. Jones, deceased, late of Montgomery County, $240.
To Jeremiah Kanode, of Frederick County, $136.
To Mary J. Langley Norris, administratrix of the estate of Ignatius J. Langley, deceased, of St. Mary County, $1,050.
To Raleigh Sherman, administrator of the estate of William P. Leaman, deceased, late of Montgomery County, $590.
To Sarah C. Mitchell, executrix of the estate of Richard T. Mitchell, deceased, late of Montgomery County, $1,200.
To William H. Staubs, administrator of the estate of Eli Moats, deceased, late of Washington County, $381.
To S. Sollers Maynard, executor of Augustine D. O'Leary, deceased, late of Frederick County, $1,450.

To J. Sprigg Poole, administrator de bonis non of the estate of William D. Poole, deceased, late of Montgomery County, $1,000.
To Elmer K. Ramsburg and Alvah S. Ramsburg, executors of the estate of Urias D. Ramsburg, deceased, late of Frederick County, $819.
To Perry Rennoe, administrator of estate of Beverly A. Rennoe, deceased, late of Charles County, $200.
To Zachariah D. Ridout, surviving executor of Hester Ann Ridout, deceased, late of Anne Arundel County, $3,800.
To Nathan F. Edmonds, administrator of the estate of Henry Show, deceased, late of Washington County, $225.
To John L. Snyder, executor of George Snyder, deceased, late of Washington County, $1,800.
To George L. Stull, of Frederick County, $200.
To William Viers Boule, administrator of the estate of Elijah Thompson, deceased, late of Montgomery County, $1,386.
To Cornelius Virts, of Washington County, $600.
To William W. Wenner, executor of Joseph Waltman, deceased, late of Frederick County, $3,270.
To Lewis D. Williams, administrator of estate of Lewis W. Williams, deceased, late of Montgomery County, $385.
To John A. Windsor, administrator of the estate of Zachariah L. Windsor, deceased, late of Montgomery County, $372.
To Grant Wyand, executor of the estate of Frederick Wyand, deceased, late of Washington County, $135.
To Marion B. Young and Geno D. Weller, sole heirs of Samuel C. Young, deceased, of Montgomery County, $407.
To La Grange Lodge, No. 36, Independent Order of Odd Fellows, of Boonsboro, $370.
To the trustees of the Methodist Episcopal Church of Boonsboro, $120.
To the trustees of the United Brethren Church of Boonsboro, $170.
To the trustees of the Evangelical Lutheran Church of Burkittsville, $225.
To the trustees of the Frederick Presbyterian Church of Frederick, $200.
To the corporation of the Methodist Episcopal Church of Hancock, $550.
To the rector of St. Peters Roman Catholic Church, of Hancock, $80.
To the vestry of St. Thomas Protestant Episcopal Church, of Hancock, $173.33.
To the trustees and consistory of Mount Vernon Reformed Church, of Keedysville, $515.
To the consistory of Grace Reformed Church, of Knoxville, $410.
To the trustees of the Christ Reformed Congregation, of Middletown, successors to the German Reformed Church of Middletown, $450.

The amendment was agreed to.

The next amendment was, on page 50, to strike out from line 3 to line 9, inclusive, as follows:

To the vestry of St. Paul's Protestant Episcopal Church, situated near Point of Rocks, $790.
To the rector, wardens, and vestry of St. Paul's Protestant Episcopal Church, of Sharpsburg-Antietam parish, Washington County, $1,350.

The amendment was agreed to.

The next amendment was, under the head of "Massachusetts," on page 50, to strike out from line 11 to line 14, inclusive, as follows:

To William W. Dutcher, of Essex County, $457.84.
To William B. Kimball, of Hampshire County, $21.84.

The amendment was agreed to.

The next amendment was, on page 50, to strike out from line 18 to line 22, inclusive, as follows:

To Susan Shatswell, executrix of Nathaniel Shatswell, deceased, of Essex County, $244.90.
To Horace P. Williams, of Boston, $1,604.14.

The amendment was agreed to.

The next amendment was, under the head of "Michigan," on page 50, to strike out from line 24 to line 26, inclusive, as follows:

To Harriet C. Begole, mother of William M. Begole, deceased, of Genesee County, $19.33.

The amendment was agreed to.

The next amendment was, on page 51, to strike out lines 3 and 4, as follows:

To Lemuel C. Canfield, of Mason County, $587.68.

The amendment was agreed to.

The next amendment was to strike out from line 7, on page 51, to and including line 26, as follows:

To William A. Clark, of Ann Harbor, $329.30.
To James S. De Land, of Detroit, $202.88.
To Lucius E. Gould, Abby E. Allison, and Mary I. Todd, children of Ebenezer Gould, deceased, of Shiawassee County, $42.70.
To Elvira D. Gregg, widow of Judson H. Gregg, deceased, of Ingham County, $116.28.
To Frederick S. Hutchinson, of Ionia County, $118.80.
To George J. Lockley, Joseph F. Lockley, and Sarah E. Todd, children of George Lockley, deceased, $99.50.
To Myron Powers, of Kalamazoo County, $327.20.
To Maria N. Swain, widow of Elisha R. Swain, deceased, $361.86.

The amendment was agreed to.

The next amendment was, on page 52, to strike out from line 3 to line 11, inclusive, as follows:

MINNESOTA.

To Omar H. Case, of Fillmore County, $191.63.
To Frederick Lambrecht, of Ramsey County, $324.73.
To Warren Onan, of Clay County, $39.74.
To Randolph M. Probsfield, of Clay County, $200.

The amendment was agreed to.

The next amendment was, under the head of "Mississippi," on page 52, to strike out from line 13 to and including line 22 on page 54, as follows:

To T. A. Norris, administrator of the estate of N. M. Aldridge, deceased, late of Tishomingo County, $980.
To I. P. Watts, administratrix of estate of Charles Baker, deceased, late of Warren County, $8,213.
To Leopold Bickart, of Natchez, $1,500.
To Hiram Baldwin, of Adams County, Miss.; Joseph De France Baldwin, of Madison Parish, La.; and Richard Robert Baldwin, of Tensas Parish, La., in equal shares, as heirs of Robert Bradley, deceased, $2,000.
To D. H. Chamberlain, of Jefferson County, $340.
To Eliza Chambers, administratrix of the estate of Royall Chambers, deceased, of Yazoo County, $670.
To William T. Ratliff, administrator of estate of Sarah G. Clark, deceased, late of Hinds County, $1,355.
To W. T. Ratliff, administrator of estate of S. N. Clark, deceased, late of Hinds County, $5,650.
To G. B. Harper and J. D. Clearman, executors of William L. Clearman, deceased, late of Newton County, $1,010.
To T. M. Davidson, administrator of the estate of Margaret Davidson, deceased, of Warren County, $2,450.
To Charles A. Doak and John R. Doak, heirs of Alfred W. Doak, deceased, of Lafayette County, $1,796.48.
To Jefferson T. Cowling, administrator of the estate of Eliza A. Fielder, deceased, and Benjamin L. Fielder, living, of Corinth, $655.
To Hardinia P. Kelsey and Mildred E. Franklin, heirs of Hardin P. Franklin, deceased, late of Marshall County, $860.
To Susan R. Jones, administratrix of the estate of William Freeman, deceased, late of Warren County, $4,010.
To John Fuller, administrator of the estate of J. B. Fuller, deceased, of Benton County, $790.
To J. P. Harvey, administrator of estate of Matilda B. Harvey, deceased, late of Scott County, $1,382.
To J. A. Hill, administrator of the estate of Benjamin Hawes, deceased, late of Tippah County, $1,150.
To California M. Hearn, in her own right and as administratrix of the estates of Susan L. Bailey, deceased, and of Julia B. Hancock, deceased, of Marshall County, $1,695.
To distributees or legal representative of Hartwell B. Hilliard, deceased, late of Alcorn County, $300.
To J. B. Hubbard, administrator of the estate of David R. Hubbard, deceased, of Tishomingo County, $1,500.

The amendment was agreed to.

The next amendment was, on page 55, beginning with line 1, to strike out down to and including line 15 on page 58, as follows:

To John B. Jarratt, administrator of Sarah T. Jarratt, deceased, late of Marshall County, $1,389.
To Elizabeth Johnson, of Yazoo County, $1,170.
To Mary Julia Quick, of Lauderdale County, $1,980; to Belle O. Coward, of Leflore County, $1,980; and to John Anderson, of Rusk County, Tex., $360, as heirs of Vernon H. Johnston, deceased.
To Jane Jones, administratrix of the estate of Henry Jones, deceased, late of Marshall County, $215.
To Henry W. King, of Marshall County, in his own right, and to W. H. King, administrator of the estate of Edward King, deceased, late of Marshall County, as heirs of Kinchen W. King, deceased, in equal shares, $1,741.42.
To Robert M. Lay, administrator of Nancy Lay, deceased, late of Scott County, $2,804.
To Emma Jones and Leon Lewis, sole heirs of Emma S. Lewis, deceased, late of Hinds County, $1,815.
To Ammon F. Lindley, administrator of the estate of Martha W. Lindley, deceased, of Lauderdale County, $320.
To William Lunenburger, administrator of the estate of Uriah Lunenburger, deceased, late of Amite County, $250.
To Harvey McRaven, of Marshall County, $1,160.
To Harriett Miles, of Warren County, $1,795.
To Mrs. L. H. Rowland, administratrix of the estate of Willis J. Moran, deceased, late of Benton County, $845.
To John M. Bass, administrator of the estate of William O. Moseley, deceased, late of Hinds County, $4,285.
To E. L. Brien, administrator of the estate of Mary Ann Nagle, deceased, late of Warren County, $960.
To James M. Price, sole heir and legatee of Thomas J. Price, deceased, late of Alcorn County, $665.
To A. A. Raley, administrator of the estate of Julia Quine, deceased, of Warren County, $885.
To Margaret Raiford Loftin (née Margaret Raiford), administratrix of the estate of Robert Raiford, deceased, late of Marshall County, $2,578.
To W. A. Montgomery, administrator of the estate of John Read, deceased, late of Hinds County, $2,160.
To W. T. Smith, administrator of estate of Maria A. Reinhardt, deceased, late of Benton County, $3,395.
To J. D. Robinson, administrator of the estate of Melchisedec Robinson, deceased, late of Marshall County, $1,531.
To G. D. Able, administrator of the estate of Catherine J. Rutherford, deceased, late of Panola County, $620.
To Minor Saunders, of Benton County, $160.
To Susannah Schwartz, executrix of Christian Schwartz, deceased, member of the firm of Christian Schwartz and Leopold Bickart, of Natchez, $1,500.
To Fannie Solari, heir of Emanuel M. Solari, deceased, late of Claiborne County, $219.
To Charles O. Spencer, of Tippah County, $2,031.
To Wiley W. Tipton, of Attala County, $600.
To Mrs. J. H. T. Jackson, administratrix of the estate of Elizabeth H. Welford, deceased, late of Marshall County, $3,650.
To Bettie B. Willis, administratrix of Joel H. Willis, deceased, late of Warren County, $6,040.
To John Wood, of Tishomingo County, $880.
To John L. Woodson, administrator of the estate of Richard O. Woodson, deceased, of Marshall County, $2,250.

The amendment was agreed to.

The next amendment was, on page 58, to strike out lines 20 and 21, as follows:

To the trustees of the Cumberland Presbyterian Church, of Corinth, $833.

The amendment was agreed to.

The next amendment was, under the head of "Missouri," to strike out from line 25, on page 58, to and including line 6, on page 64, as follows:

To Merit F. Thomas, administrator of Willis M. Allman, of Lawrence County, $210.
To Francis T. Buckner, administrator de bonis non cum testamento annexo of John M. Armstrong, deceased, late of Cass County, $460.
To Caroline E. Bagg, widow of John Bagg, deceased, of Adair County, $922.90.
To William Baker, of Stone County, $140.
To Louis Benecke, of Chariton County, $1,763.
To Jane S. Bishop, executrix of E. W. Bishop, deceased, of Phelps County, $600.
To Joseph C. Black, of Barry County, $235.
To Sarah Katherine Blue, executrix of the estate of Jesse M. Blue, deceased, and William Traughber, administrator de bonis non of the estate of David Blue, deceased, of Carroll County, $710.
To William R. Boyse, heir at law of Sterling M. Boyse, deceased, of Cole County, $365.
To the heirs of Alexander Bradshaw, deceased, late of Jackson County, $420.
To William C. Brummett, of Cass County, $390.93.
To John W. Brooks, son and heir of Isaac Brooks, deceased, of Johnson County, $320.
To Nannie, Oscar W., John R., and Emma Cogswell, heirs of O. H. Cogswell, deceased, of Jackson County, $1,600.
To C. C. Bundy, administrator of the estate of Anselm L. Davidson, deceased, of Cass County, $600.
To John P. Duke, of Independence, $2,390.
To the estate of Hugh G. Glenn, deceased, late of Cass County, $1,280.
To the county of Greene, State of Missouri, $6,010.
To Joseph C. Grissom, of Jasper County, $1,208.19.
To John R. Hamacher, of Ray County, $42.38.
To Elijah B. Hammontree, administrator of the estate of John Hammontree, deceased, of Cass County, $425.
To John B. Harrelson, administrator de bonis non of the estate of Nathan E. Harrelson, deceased, of Cass County, $5,268.
To Paschal Henshaw, of Clay County, $187.
To Jackson County, $410.
To Mary E. James, widow of Thomas James, deceased, of Jackson County, $149.90.
To Abram Jones, of Barton County, $245.
To H. N. Vaughn, executor of estate of Benjamin Kirk, deceased, of Newton County, $336.
To Amanda M. Livesay, administratrix of John W. Livesay, deceased, of Dent County, $816.
To Benjamin F. Lutman, of Cole County, $388.96.
To Philip Michael, son of Philip Michael, deceased, of Barry County, $425.
To Karoline Mulhaupt, of Jackson County, $1,395.
To Charles W. Munn, administrator of the estate of Mrs. E. S. Munn, deceased, late a resident of Barry County, $1,615.
To Jay H. Neff, administrator of Andrew J. Neff, deceased, late of Jackson County, $240.28.
To Levi S. North, of Adair County, $490.
To William B. Payne, late a resident of Cass County, $4,754.
To Phelps County, Mo., $890.
To Daniel K. Ponder, of Ripley County, $530.
To Mary L. Cropper, Sallie Z. McCulloh, Dora Schmitt, and Belle Wilson, sole heirs of Tillard and Sophia L. Ragan, deceased, of Cass County, $2,970.
To George W. January, administrator de bonis non cum testamento annexo of estate of William A. Ryan, deceased, late of Cass County, $1,260.
To Francis M. Sheppard, of Chariton County, late of Company I, One hundred and sixteenth Regiment Illinois Volunteer Infantry, $830.
To county court of Ste. Genevieve County, $1,200.
To William W. Trigg, administrator of the estate of Lowell G. Spaulding, deceased, of Cooper County, $12,500.
To John P. Bell, treasurer of State Hospital No. 1, of Fulton, $14,000.
To Merit F. Thomas, of Lawrence County, $210.
To Mildred Turley, administratrix of the estate of John Turley, deceased, of Cass County, $3,390.
To Eli D. Wilson and Narcissus Wilson, executors of the estate of John Wilson, deceased, of Laclede County, $425.
To Harriet L. Young, administratrix de bonis non of Solomon Young, deceased, of Jackson County, $3,800.
To the trustees of the Christian Church of Harrisonville, $650.
To the trustees of the Methodist Episcopal Church South, of Harrisonville, $779.75.
To the trustees of the First Baptist Church of Jefferson City, $1,380.
To the trustees of the Methodist Episcopal Church of Macon, $760.
To the trustees of the Presbyterian Church of Macon, $600.
To the trustees of the Christian Church of Marshall, $1,240.
To the treasurer of the First Christian Church of Mexico, $550.
To the trustees of the Methodist Episcopal Church South, of Mexico, $710.
To the University of Missouri, $5,075.

The amendment was agreed to.

The next amendment was, on page 64, to strike out from line 9, to and including line 21, on page 65, as follows:

To the trustees of the First Christian Church of Springfield, $275.
To the trustees of the Methodist Episcopal Church South, of Springfield, $3,150.
To the trustees of the Christian Church of Sturgeon, $550.
To the trustees of the Christian Church of Warsaw, $660.

MONTANA.

To Mary E. L. Calloway, widow of James E. Calloway, deceased, of Madison County, $53.23.

NEBRASKA.

To Margaret C. French, widow of Columbus P. French, deceased, $176.40.
To Michael Trucks, of Cuming County, $377.67.

NEVADA.

To John Allman, formerly of Virginia City, now a resident of the State of California, $2,358.
To John M. Forsyth, formerly of Carson City, now a resident of the State of California, $2,728.
To Frank J. McWorthy, formerly of the State of Nevada, now a resident of the State of California, $450.
To Thomas Rodgers, formerly of Virginia City, now a resident of the State of California, $440.
To the legal representatives of James M. Thompson, deceased, late of Carson City, $3,730.

NEW HAMPSHIRE.

To Eleazer L. Sarsons, of Sullivan County, $40.33.

The amendment was agreed to.

The next amendment was, under the head of "New Jersey," on page 65, to strike out lines 23 and 24, as follows:

To John H. Arey, of Mercer County, $20.39.

The amendment was agreed to.

The next amendment was, on page 66, to strike out, from line 4 to line 12, inclusive, as follows:

NEW MEXICO TERRITORY.

To Anastacio de Baca, administrator of Francisco de Baca, deceased, of Santa Ana County, $1,325.
To Edward H. Bergmann, of New Mexico, $1,200.
To Mary W. Littell, widow of William J. Littell, deceased, of Lincoln County, $632.18.

The amendment was agreed to.

The next amendment was, under the head of "New York," on page 66, to strike out, from line 14 to line 18, as follows:

To Luther S. Bryant, of Franklin County, $45.31.
To Josephine Campbell, widow of George Campbell, deceased, of Rensselaer County, $272.14.

The amendment was agreed to.

The next amendment was, beginning on page 66, with line 22, to strike out down to and including line 21, on page 67, as follows:

To Benjamin Fenton, surviving partner of the firm of Fenton & Co., of the city of Buffalo, $10,520.66.
To Anna Cavanaugh, sister and sole heir of John Fryer, deceased, of Otsego County, $60.80.
To Harry V. Hoes, administrator of Theodore Hoes, deceased, of Columbia County, $491.08.
To Emily A. Lockwood, widow of Harrison Lockwood, deceased, of Warren County, $484.11.
To Abby C. McNett, widow of Andrew J. McNett, deceased, of Allegany County, $816.77.
To Martin H. Mullin, of Oneida County, $351.68.
To Lucius V. S. Mattison, of Oswego County, $490.44.
To Cornelia P. Beckley and Maude P. Clark, daughters of Hamilton S. Preston, deceased, of Delaware County, $104.05.
To Alice A. Sheldon, widow of Allen Sheldon, deceased, of Columbia County, $274.54.

The amendment was agreed to.

The next amendment was, under the head of "North Carolina," beginning with line 23, on page 67, to strike out down to and including line 15, on page 69, as follows:

To E. M. Allison, administrator of estate of Francis Allison, deceased, of Transylvania County, $550.
To John E. Berry and Lovey T. Williamson, sole heirs of Esau Berry, deceased, late of Dare County, $450.
To Hardy A. Brewington, administrator of the estate of Raiford Brewington, deceased, late of Sampson County, $530.
To William H. Bucklin, of Craven County, $390.
To Louise C. Smith, administratrix of Enos Case, deceased, late of Greene County, $120.
To William Cohen, administrator of the estate of Isadore Cohen, deceased, late of Edgecombe County, $532.
To Lucy A. Dibble, administratrix of the estate of Sylvester Dibble, deceased, late of Beaufort County, $705.
To J. W. Howett, administrator of William Howett, deceased, late of Tyrrell County, $1,480.
To B. A. Critcher, administrator of estate of Harmon Modlin, deceased, late of Martin County, $293.
To John S. Morton, administrator of David W. Morton, deceased, late of Carteret County, $350.
To Mary Lee Dennis, executrix of the estate of Levi T. Oglesby, deceased, late of Carteret County, $182.
To O. H. Perry, administrator of the estate of George W. Perry, deceased, late of Craven County, $4,350.
To William O. Robards, of Henderson County, formerly of Boyle County, Ky., $1,980.
To J. A. Reagan, of Buncombe County, $240.
To Jacob West, of Harnett County, $215.
To the Methodist Episcopal Church South, of Beaufort, $1,280.

The amendment was agreed to.

The next amendment was, on page 69, to strike out lines 23 and 24, as follows:

To the First Baptist Church, of Newbern, $1,200.

The amendment was agreed to.

The next amendment was, under the head of "North Carolina," at the top of page 70, to insert the following:

To the trustees of Beulah Primitive Baptist Church, of Johnston County, $420.

To the trustees of the Primitive Baptist Church, of Newport, $350.
To the trustees of the Catholic Church, of Washington, $4,000.
To the trustees of the Methodist Episcopal Church South, of Washington, $4,500.
To the trustees of the Presbyterian Church, of Washington, $4,500.

The amendment was agreed to.

The next amendment was, beginning with line 11, on page 70, to strike out down to and including line 19, on page 71, as follows:

NORTH DAKOTA.

To Martha A. Mullery, widow of James W. Mullery, deceased, of Stutsman County, $260.35.

OHIO.

To Henry L. Biddle, of Montgomery County, $362.44.
To Jeremiah Cain, of Urbana, $684.34.
To Amanda W. Clancy, widow of Charles W. Clancy, deceased, of Jefferson County, $374.88.
To John Hamilton, of Franklin County, $272.77.
To Barton A. Holland, of Hardin County, $182.82.
To George W. Northup, of Montgomery County, $482.40.
To David Skeeles, of Carroll County, $245.85.
To Ellen R. Smith, widow of James R. Smith, deceased, of Lucas County, $514.71.
To the trustees of the Baptist Church of Gallipolis, $175.

OKLAHOMA.

To George W. Clark, of Oklahoma, late a resident of the Indian Territory, $106.26.
To Robert C. Cozine, son of John S. Cozine, deceased, of Eda, $520.22.

OREGON.

To John E. Butler, of Lane County, $417.31.

The amendment was agreed to.

The next amendment was, under the head of "Pennsylvania," on page 71, to strike out from line 21, to and including line 12, on page 72, as follows:

To William Ashworth and Adam I. Ashworth, heirs of James Ashworth, deceased, of Philadelphia, $44.57.
To John H. Black, of Blair County, $361.28.
To John Craig, of Carbon County, $88.85.
To John Danks, son and sole heir of John A. Danks, deceased, of Allegheny County, $187.81.
To Frank E. Foster, of Warren County, $569.52.
To Eliza J. Houston, widow of John Houston, deceased, of Indiana County, $136.78.
To Milton S. Johnson, assignee of Jacob Johnson, deceased, late of York, $580.
To Augustus B. Miller, of Norristown, $1,120.

The amendment was agreed to.

The next amendment was, on page 72, to strike out, beginning with line 16, to and including line 25, as follows:

To the trustees of the Tonoloway Baptist Church, of Fulton County, $225.
To the trustees of the St. James Evangelical Lutheran Church, of Gettysburg, $150.
To the trustees of the St. Mark's German Reform Church, of Gettysburg, $215.

RHODE ISLAND.

To Willard H. Greene, late of Company E, Twelfth Regiment Rhode Island Volunteer Infantry, $701.26.

The amendment was agreed to.

The next amendment was, on page 73, under the heading "South Carolina," beginning in line 2, to strike out down to and including line 21, as follows:

To A. J. Buero, administrator of the estate of Angelo Buero, deceased, of Charleston, $725.
To J. P. Matthews, administrator of Nathan Gradick, deceased, late of Richland County, $1,180.
To Robert B. Howard, heir of James B. Howard, deceased, of Charleston County, $1,100.
To the trustees of the Baptist Church of Beaufort, $2,200.
To the wardens and vestry of St. Helena Episcopal Church, of Beaufort, $1,150.
To the board of trustees of the public schools of Darlington, $080.
To the vestry of Trinity Protestant Episcopal Church, on Edisto Island, $1,200.
To the Mount Zion Society, of Fairfield County, $6,000.

The amendment was agreed to.

The next amendment was, on page 74, after line 2, to strike out:

To the trustees of the German Lutheran Church, of Orangeburg, $983.33.

The amendment was agreed to.

The next amendment was, on page 74, after line 5, to insert:

To the trustees of Three-mile Creek Church of Christ, of Barnwell County, $309.
To the trustees of Winyah Lodge, No. 40, Ancient Free and Accepted Masons, of Georgetown, $4,200.

The amendment was agreed to.

The next amendment was, on page 74, after line 10, to strike out:

SOUTH DAKOTA.

To John B. Geddis, of Beadle County, $391.31.

The amendment was agreed to.

The next amendment was, on page 74, under the heading "Tennessee," beginning in line 15, to strike out:

To Susan E. Joyner, Mary E. Roberson, Martha F. Luster, and Jane F. Crump, sole heirs of Josiah Anthony, deceased, late of Sumner County, $4,520.
To Emma R. Bailey, executrix of John J. Bailey, deceased, late of Shelby County, $3,353.
To Daniel W. Beckham, administrator of the estate of Alexander F. Beckham, deceased, late a resident of Lake County, $7,880.
To H. B. Bond, administrator of John B. Baird, deceased, of Wilson County, $2,650.
To James Boro and Mary Boro, heirs of James Boro, deceased, late of Shelby County, $1,800.
To the legal representatives of Reese B. Brabson, deceased, late a resident of Hamilton County, $6,500.
To John L. Smith, administrator of Nancy N. B. Bridges, deceased, of Rutherford County, $1,520.
To John C. Brooks, formerly of Davidson County, $600.
To Octavia P. Brooks, of Hardeman County, $350.
To John Brown, of Maury County, $150.
To Leonidas Thompson, administrator of the estate of Mathew Brown, deceased, late of Shelby County, $1,420.
To Eli Marshall, executor of William Brown, deceased, of Greene County, $80.
To Charles C. Burke, administrator of the estate of Elizabeth Burke, deceased, late of Shelby County, $812.
To Mitchell H. Butt, heir of Thomas P. Butt, deceased, of Maury County, $465.
To George N. L. Buyers, administrator of the estate of Nelson M. Buyers, deceased, late of Maury County, $425.
To S. J. McDowall, administrator of James F. Calhoon, deceased, of Bedford County, $290.
To James M. Campbell, of Maury County, $200.
To A. A. Wade, administrator of S. L. Carpenter, deceased, late of Fayette County, $468.
To Virginia Carter, administratrix of estate of Felix Carter, deceased, late of Davidson County, $1,380.
To William F. Carter, administrator of the estate of Melvina A. Carter, deceased, of Hardeman County, $240.
To Effie Cawood, administratrix of the estate of Alexander Cawood, deceased, of Sullivan County, $390.
To Edgar Cherry and James M. Head, executors of William H. Cherry, deceased, of Hardin County, $2,787.
To C. H. Corn, administrator of the estate of John Chitwood, deceased, of Franklin County, $290.
To J. W. Cloyd, administrator of the estate of J. W. Cloyd, deceased, of Wilson County, $2,125.
To Sylvannus Cobble, of Greene County, $475.
To Ida J. Cole, sole heir of Martha C. Cole, deceased, of Shelby County, $925.
To Andrew A. Colter, of Sevier County, $173.
To Elam C. Cooper, of Lauderdale County, $815.
To John Coppinger, of Monroe County, $315.
To James H. Covington and Benjamin Covington, sole heirs of Daniel Covington, of Sevier County, $225.
To Thomas W. Crutchfield, executor of the estate of William Crutchfield, deceased, late of Hamilton County, $3,850.
To J. W. Cummings, administrator of the estate of Rebecca Cummings, deceased, of Hamilton County, $656.
To R. C. M. Cunnyngham and W. H. Cunnyngham, executors of the estate of Elvina Cunnyngham, deceased, of Rhea County, $933.
To C. R. Holmes, administrator of Luckett Davis, deceased, of Rutherford County, $1,490.
To Woodson H. Webb, administrator of the estate of Harriet Day, deceased, of Giles County, $310.
To William H. Dawson, of Monroe County, $680.
To Robert A. Dickson, of James County, $142.
To Lydia Dillard, of Maury County, $100.
To P. J. McGlynnan, administrator of the estate of John Doherty, deceased, of Davidson County, $1,600.
To Jimmie A. Elliott, sole heir of Adaline Elliott, deceased, late of Rutherford County, $160.

The amendment was agreed to.

The next amendment was, on page 78, beginning in line 22, to strike out, down to and including line 16, on page 88, as follows:

To Warham Easley, of Loudon County, $2,807.
To Edward W. Eggleston, of Williamson County, $590.
To Joseph Ewing, of Maury County, $90.
To John B. McEwen, executor of the estate of Lemuel Farmer, deceased, of Williamson County, $340.
To W. F. Forbes, administrator of Archie B. Forbes, deceased, late of Memphis, $2,600.
To Rial Foster, of Maury County, $135.
To Julia Gailey, sole heir of Hiram Gailey, deceased, of Wayne County, $232.
To John W. Harvey, jr., administrator of the estate of Z. H. German, deceased, late of Williamson County, $500.
To John G. Henson, guardian of Mrs. Catherine J. Gilson (insane), and administrator of the estate of Samuel L. Gilson, deceased, of Knox County, $945.
To Minna H. Glassie, of Davidson County, $1,410.
To George W. Pearson, administrator of the estate of Charles Gotthardt, deceased, late of Perry County, $1,575.
To Peter H. Harlan, administrator of the estate of George B. Harlan, deceased, of Davidson County, $1,060.
To D. N. Kelley, administrator of the estate of Daniel B. Harold, deceased, of Bradley County, $1,265.
To James C. Anderson, administrator of the estate of Thomas C. Hawley, deceased, late a resident of Hamilton County, $1,030.
To W. O. Batey, administrator of John Haynes, deceased, late of Rutherford County, $675.
To R. M. Rogan, administrator of the estate of F. S. Heiskell, deceased, of Knox County, $390.
To W. R. Henson, administrator of the estate of John Henson, deceased, of Sequatchie County, $2,990.
To John A. Herrod, of Rutherford County, $400.
To John T. Hester, administrator of the estate of John W. Hester, deceased, late of Fayette County, $1,190.
To Charles W. Hewgley, of Wilson County, $580.
To J. M. Nelson, administrator of the estate of John R. Hickman, deceased, of Rhea County, $195.
To Henry E. Hilliard, of Fayette County, $1,115.
To J. B. Carter, administrator of estate of Catherine Hopson, deceased, late of Claiborne County, $90.
To Sarah Bibb, Ada B. Ewing, Alice G. Warner, Benjamin M. Hord, Mildred Washington, and Thomas E. Hord, sole heirs of Thomas Hord, deceased, late of Rutherford County, $2,913.

To R. P. Moss, administrator of the estate of Brice M. Hughes, deceased, late of Williamson County, $900.
To John Hughes, of Shelby County, $43.33.
To Baxter Smith, administrator of the estate of Hugh C. Jackson, deceased, of Davidson County, $2,795.
To Robert C. Jameson, administrator of the estate of David Jameson, deceased, late of Shelby County, $900.
To J. E. Smalling, administrator of Henry Johnson, deceased, late of Williamson County, $450.
To Richard M. Johnson, of Dekalb County, $183.26.
To Mrs. Pettie Light Johnston and Mrs. Scrappy Light Bradshaw, of Dyer County, $327.50.
To Nathaniel W. Jones, of Maury County, $480.
To Henry J. Kinzel, of Knox County, $60.
To E. M. McNamee, administrator of the estate of John Krider, deceased, of Fayette County, $221.
To William H. Landrum, of Gibson County, $257.
To Annis Lawrence, of Fayette County, $415.
To Maria Lester, widow of Joe. Lester, deceased, of Giles County, $225.
To Abner D. Lewis, of Fayette County, $5,080.
To Elizabeth Lewis, of Williamson County, $220.
To Benjamin F. Liliard, administrator of the estate of Benjamin Liliard, deceased, late of Rutherford County, $16,865.
To A. J. Williford, administrator of estate of Charity M. Locke, deceased, late of Shelby County, $695.
To R. D. Grizzle, administrator of the estate of James G. Logan, deceased, late of Cannon County, $440.
To C. R. McClarin, administrator of the estate of John McClarin, deceased, late of Smith County, $320.
To B. F. McGrew, administrator of the estate of George W. McGrew, deceased, late of Giles County, $7,315.
To W. A. Simpson, administrator de bonis non of the estate of David V. Marney, deceased, of Roane County, $867.
To O. S. Shannon, administrator of the estate of William M. Mayfield, deceased, of Williamson County, $650.
To James E. Meacham, of Hamilton County, $750.
To Patrick G. Meath, of Shelby County, $27,280.
To the city of Memphis, $21,192.88.
To Mora B. Fariss, administrator of James P. Moore, deceased, late of Maury County, $2,100.
To John H. Neely, administrator of the estate of Henry M. Neely, deceased, of Sumner County, $5,450.
To Louis Nelson, administrator of the estate of Samuel B. Nelson, deceased, of Rutherford County, $2,170.
To C. A. Russell, administratrix of B. B. Neville, late of Shelby County, $5,282.
To Mary K. Henry, Alice A. Pope, Jennie Alexander, and Nannie Newby, heirs of Oswell P. Newby, deceased, late of Memphis, $4,500.
To Francis M. Newhouse, administrator of estate of W. W. Newhouse, deceased, late of Gibson County, $575.
To Silas H. Henry, executor of John North, deceased, late of Jefferson County, $791.
To J. Minnick Williams, administrator of the estate of Charles N. Ordway, deceased, of Giles County, $3,025.
To the receiver of the Overton Hotel Co., of Memphis, Tenn., for rent of hotel used as a military hospital from June 6, 1862, until December 31, 1862, $11,388.
To Alexander M. Owen, of Tipton County, $440.
To Mary Parker, of Hamilton County, $656.
To Henly Patton, of Maury County, $200.
To A. P. Young, administrator of the estate of John R. Pearson, deceased, late of Fayette County, $2,579.
To Henry Pepper and Elizabeth H. Cleveland, of Bedford County, in equal shares, $1,875.
To Mrs. Octavia R. Polk, of Hardeman County, $2,919.
To Thomas L. Porter, administrator of estate of Nimrod Porter, deceased, late of Maury County, $3,160.
To William Raines, of Claiborne County, formerly a resident of Knox County, Ky., $155.
To Frank Read, administrator of the estate of James S. Read, deceased, of Davidson County, $715.
To T. N. Rhodes, administrator of the estate of Lewellen Rhodes, deceased, of Shelby County, $290.
To J. G. Robertson, administrator of the estate of Margaret Robertson, deceased, of Stewart County, $900.
To John B. Atchison and Clifton R. Atchison, heirs of Jane Elizabeth Rodes, deceased, of Giles County, $2,140.
To Laura E. Roulston, administratrix of James W. Roulston, deceased, of Marion County, $272.
To Thomas D. Ruffin, of Lauderdale County, $1,400.
To W. J. Sawyers, of Hamilton County, $1,908.
To Mrs. Julia Moore Selden, of Shelby County, $2,925.
To C. H. Corn, administrator of the estate of W. W. Sharp, deceased, of Franklin County, $1,248.
To William M. Moss, administrator of the estate of John Smith, deceased, of Madison County, $1,600.
To Margaret E. Smith, of Rutherford County, $860.
To John M. Speed, heir at law of Warren F. Speed, deceased, of Maury County, $310.
To Sallie B. Stamper, of Franklin County, $1,110.
To William Stone, heir of Mark Stone, deceased, of Maury County, $110.
To M. T. Swick, of Hamilton County, $1,985.
To North Memphis Savings Bank, administrator of the estate of Mary F. Swindell, deceased, late of Shelby County, $650.
To Clarissa H. Tipton, administratrix of Isaac Tipton, deceased, of Knox County, $82.
To George Todd, of Maury County, $110.
To Mrs. Sallie H. Perkins, daughter and heir of J. J. Todd, deceased, of Shelby County, $5,684.
To Alpheus Truett, of Williamson County, $790.
To George T. and Guy P. Vance, executors of the estate of William L. Vance, deceased, of Memphis, $41,667.
To Ezekiah W. Walker, of Henderson County, $300.
To Jesse A. Wallace, of Hamilton County, $215.
To Florence Walters, Eli Walters, and Dora Mahon, heirs of Mary E. Walters, deceased, late of Williamson County, $490.
To W. P. Boales, administrator of the estate of A. J. Wiglesworth, deceased, of Fayette County, $105.
To Edmond W. Williams, executor of Joseph R. Williams, deceased, late of Shelby County, $11,440.
To George T. Wilson, of Williamson County, $60.
To W. M. Wilson, administrator of the estate of William S. Wilson, deceased, of Fayette County, $315.
To J. R. Wright, administrator of the estate of Nancy Wright, deceased, of Hardeman County, $225.
To the trustees of the Missionary Baptist Church, of Antioch, $600.

The amendment was agreed to.

The next amendment was, on page 88, beginning in line 19, to strike out down to and including line 23, as follows:

To the trustees of the Baptist Church, of Bolivar, Hardeman County, $3,400.
To Hiwassee Masonic Lodge, No. 188, of Calhoun, $620.

The amendment was agreed to.

The next amendment was, on page 89, beginning in line 1, to strike out down to and including line 20, as follows:

To the trustees of the Cumberland Presbyterian Church, of Charleston, $530.
To the trustees of the Methodist Episcopal Church South, of Charleston, $960.
To the trustees of the Methodist Episcopal Church South, of Chattanooga, $1,800.
To the vestry of St. Paul's Protestant Episcopal Church, of Chattanooga, $1,500.
To the trustees of the Cumberland Presbyterian Church, of Clarksville, $1,200.
To the Cleveland Masonic Lodge, No. 134, of Cleveland, $940.
To the trustees of the Methodist Episcopal Church South, of Cleveland, $3,000.
To the trustees of the Cumberland Presbyterian Church, of Clifton, $980.
To the wardens and vestry of St. Peter's Protestant Episcopal Church, of Columbia, Maury County, $3,120.

The amendment was agreed to.

The next amendment was, on page 89, to strike out lines 23 and 24, as follows:

To the trustees of the Mill Creek Baptist Church, of Davidson County, $1,650.

The amendment was agreed to.

The next amendment was, on page 90, beginning in line 4, to strike out down to and including line 20, as follows:

To the trustees of the Christian Church of Franklin, $620.
To the trustees of Hiram Lodge, No. 7, Free and Accepted Masons, of Franklin, $2,120.
To the trustees of the Methodist Episcopal Church South, of Franklin, $875.
To the deacons of the Missionary Baptist Church, of Franklin, $660.
To the trustees of the Presbyterian Church of Franklin, $800.
To Clifton Lodge, No. 173, Free and Accepted Masons, of Clifton, Wayne County, $1,500.
To Franklin Lodge, No. 4, Independent Order of Odd Fellows, of Franklin, $1,200.

The amendment was agreed to.

The next amendment was, on page 90, beginning in line 23, to strike out down to and including line 6, on page 91, as follows:

To the wardens and vestrymen of the St. Paul's Episcopal Church, of Franklin, $2,450.
To the treasurer of Howard Lodge, No. 13, Independent Order of Odd Fellows, of Gallatin, $2,300.
To the board of deacons of the Germantown Baptist Church, of Shelby County, $1,250.

The amendment was agreed to.

The next amendment was, on page 91, to strike out lines 9 and 10, as follows:

To G. S. Lannom, receiver of the Humboldt Female College, of Gibson County, $4,100.

The amendment was agreed to.

The next amendment was, on page 91, to strike out lines 23 and 24, as follows:

To the Cumberland University, of Lebanon, $8,000.

The amendment was agreed to.

The next amendment was, on page 92, to strike out from line 5 to line 15, inclusive, as follows:

To the Grand Lodge, Independent Order of Odd Fellows of the State of Tennessee, $700.
To the board of deacons of the First Baptist Church of Memphis, $1,200.
To the trustees of the Union University, of Murfreesboro, $5,474.
To the treasurer of the University of Nashville, $7,300.
To the trustees of Mount Olivet Methodist Episcopal Church South, of Nolensville, $390.

The amendment was agreed to.

The next amendment was, on page 92, beginning in line 20, to strike out down to and including line 23, as follows:

To the trustees of the Cumberland Presbyterian Church, of Pulaski, $700.
To the trustees of the Methodist Episcopal Church South, of Saulsbury, $240.

The amendment was agreed to.

The next amendment was, on page 93, beginning in line 5, to strike out down to line 7, as follows:

To the trustees of the Methodist Episcopal Church South, of Triune, Williamson County, $3,800.

The amendment was agreed to.

The next amendment was, on page 93, beginning in line 12, to strike out down to and including line 17, as follows:

To the trustees of Washington College, $4,200.
To the trustees of the Cumberland Presbyterian Church of Waverly, $1,040.

To the trustees of the Eudora Baptist Church, of White Station, $1,295.

The amendment was agreed to.

The next amendment was, on page 93, beginning in line 20, to strike out down to and including line 9, on page 24, as follows:

TEXAS.

To Mrs. Gertrude O'Bannon, of Hunt County, $1,350.
To Mary A. Shaw, of Corpus Christi, Nueces County, $700.
To Robert E. Williams, John T. Williams, Mary E. Williams, George M. Williams, and Ida Williams Eddy, heirs of estate of Robert M. Williams, deceased, of the city of Dallas, late a resident of Cooper County, Mo., $1,140.

VERMONT.

To Henrietta V. Dale, widow of John J. Dale, deceased, of Windham County, $124.06.

The amendment was agreed to.

The next amendment was, under the subhead "Virginia," on page 94, after line 10, to strike out:

To Thomas R. Hardaway, administrator of the estate of Alfred Anderson, deceased, of Amelia County, $783.
To Edward Anderson, administrator of Mary Anderson, deceased, late of Alexandria County, $8,150.
To Robert G. Griffin, Catharine H. Harris, and Isaac P. Cromwell, administrators of the estate of Hannah T. Cromwell, deceased, sole heirs of the estate of Robert Anderson, deceased, of York County, $18,475.
To John H. Baker, of Clark County, Kans., formerly of Shenandoah County, Va., $790.
To G. B. Wallace, administrator of estate of Robert N. Blake, deceased, late of Stafford County, $1,790.
To Mary S. Bland, Anna Bland, and Sue P. Bland, legal heirs of Theodoric Bland, deceased, late of Prince George County, $3,600.
To Rosa M. Bowden, Zenobia Porter, Mary E. Bowden, and Martha Bowden Gustin, heirs of Lemuel J. Bowden, deceased, late of the city of Williamsburg, $3,540.
To Francis M. Brabham, of Loudoun County, $500.
To Solomon P. Brockway, of Augusta County, $92.64.
To the heirs of John B. Brown, deceased, late of Alexandria County, $800, to be proportioned as follows:
To Harriett A. Mills, four-ninths, or $355.55.
To Addison M. Brown, one-ninth, or $88.89.
To Willis A. Law, two-ninths, or $177.78.
To Maye C. Law, two-ninths, or $177.78.
To Mariah McDermott, administratrix of the estate of William Burley, deceased, late of Alexandria County, $470.
To Caroline Carter, of Albemarle County, $375.
To Francis F. Curtis, of Fauquier County, $603.75.
To Alice E. Davis, heir of John C. Davis, deceased, late of Fairfax County, $875.
To Margaret M. Donnelly, widow of Edward W. Donnelly, deceased, of Fauquier County, $360.
To Lewis Ellison and Helen Louise Crawford, heirs of Lewis Ellison, deceased, late of James City, $5,120.
To Hezekiah T. Embrey, administrator of Robert Embrey, deceased, of Fauquier County, $826.
To Samuel Fitzhugh, administrator of the estate of Henry Fitzhugh, deceased, late of Stafford County, $3,300.
To Margaret R. Shipley, administratrix of the estate of John Flower, deceased, late of Dinwiddie County, $3,510.
To Noah Foltz, of Page County, $300.
To Richard Fox, heir and sole residuary legatee of Capt. Nathaniel Fox, deceased, late a resident of Virginia, $5,185.
To Newton E. Funkhouser and Charles E. Funkhouser, executors of Joseph E. Funkhouser, deceased, late of Frederick County, $1,514.
To T. F. Gough, administrator of estate of Mary A. Gough, deceased, late of Frederick County, $703.
To J. R. Allison, administrator de bonis non cum testamento annexo of Isaac Haynes, deceased, late a resident of Fairfax County, $1,720.
To John C. Lutholtz, sole heir of Mary Lutholtz, deceased, of Shenandoah County, $359.
To William F. McKimmy, administrator of the estate of John McKimmy, deceased, late of Loudoun County, $1,240.
To Eleanor McWilliams, administratrix of Henry McWilliams, deceased, $575.
To R. G. Johnson, administrator of estate of Lewis W. Mann, deceased, late of Loudoun County, $500.
To Robert M. Wilkinson, administrator of the estate of Samuel Marsh, deceased, late of the city of Norfolk, $830.
To John B. Meyers, administrator of the estate of Alexander Myers, deceased, late of Charles City County, $2,682.
To Elijah P. Myers, of Loudoun County, $1,190.
To P. L. Williams, administrator of the estate of John S. Pendleton, deceased, late of Culpeper County, $6,120.
To George W. Z. Black, administrator of the estate of Alexander Poland, deceased, late a resident of Loudoun County, $4,200.
To Margaret A. Proctor, administratrix of Samuel K. Proctor, deceased, of Fauquier County, $520.
To William H. Poland, administrator of the estate of John Poland, deceased, late a resident of Prince William County, $2,017.
To John W. Kellar, administrator of the estate of Eliza J. Ricketts, deceased, of Washington County, $645.
To Joseph Roberson, administrator of the estate of Joseph W. Roberson, deceased, of Fairfax County, $420.
To the legal representatives of the estate of Felix Richards, deceased, late of Fairfax County, $5,300.
To Joshua Sherwood, heir of Lewis A. Sherwood, deceased, late of Alexandria County, $400.
To Sarah Lou Smith, Mary Ellen Smith, and Susan Virginia Smith, heirs of Sarah G. Smith, deceased, late of Stafford County, $2,762.
To William H. Taliaferro, administrator of the estate of James G. Taliaferro, deceased, of King George County, $8,910.
To John R. Taylor and Charles F. Taylor, of Fairfax County, $4,323.
To Robert Waters, of Prince William County, $558.
To W. C. Gill, administrator de bonis non of the estate of Edward O. Watkins, deceased, late of Chesterfield County, $4,912.
To Addie L. Bailey, sole heir of William G. Webber, deceased, late of Norfolk County, $450.
To Mary E. White, S. M. White, Robert D. White, Henry K. White, and Laura B. Alexander, heirs of Joshua White, deceased, of Clarke County, $550.
To Joseph Williams, of Washington, D. C., formerly of Fredericksburg, Va., $821.
To Samuel A. Wine, executor of Michael Wine, jr., deceased, late of Shenandoah County, $750.
To the trustees of Mount Zion Old School Baptist Church, near Aldie, Loudoun County, $275.
To the trustees of the Alfred Street Baptist Church, of Alexandria, $900.
To the trustees of the First Baptist Church of Alexandria, $3,900.
To the vestry of St. Paul's Episcopal Church of Alexandria, $2,000.

The amendment was agreed to.

The next amendment was, on page 100, after line 19, to strike out:

To the trustees of the Washington Street Methodist Episcopal Church South, of Alexandria, $4,600.

The amendment was agreed to.

The next amendment was, at the top of page 101, to strike out:

To the trustees of Grace Episcopal Church, of Berryville, $650.
To the trustees of Zoar Baptist Church, of Bristersburg, $700.
To the trustees of Westover Church, of Charles City County, $750.
To the trustees of the Salem Baptist Church, of Clarke County, $600.
To the trustees of the Baptist Church of Culpeper, $1,750.
To the trustees of Fairfax Lodge, No. 43, Ancient Free and Accepted Masons, of Culpeper, $700.
To the trustees of the Methodist Episcopal Church South, of Culpeper, $1,850.
To the vestry of St. Stephen's Protestant Episcopal Church, of Culpeper, $1,000.

The amendment was agreed to.

The next amendment was, on page 102, after line 4, to strike out:

To the wardens and vestrymen of St. Paul's Episcopal Church, of Culpeper County, $700.

The amendment was agreed to.

The next amendment was, on page 102, after line 10, to strike out:

To the trustees of the Calvary Episcopal Church, of Dinwiddie Court House, $520.
To the trustees of Liberty Church, of Dranesville, $700.
To the trustees of Makemie Presbyterian Church, of Drummondtown, $400.
To the trustees of the Methodist Episcopal Church of Drummondtown, $300.

The amendment was agreed to.

The next amendment was, on page 102, after line 22, to strike out:

To the trustees of Union Church, of Falmouth, $750.

The amendment was agreed to.

The next amendment was, on page 103, after line 2, to strike out:

To the trustees of Andrew Chapel, Methodist Episcopal Church South, of Fairfax County, $450.

The amendment was agreed to.

The next amendment was, on page 103, after line 12, to strike out:

To the trustees of Grove Baptist Church, of Fauquier County, $600.
To the trustees of Mount Horeb Methodist Episcopal Church South, of Fauquier County, $150.

The amendment was agreed to.

The next amendment was, on page 103, after line 21, to strike out:

To the trustees of the Mount Zion Church of United Brethren, of Frederick County, $800.
To the trustees of the Christian Church of Fredericksburg, $2,125.
To the trustees of the Fredericksburg Baptist Church, of Fredericksburg, $3,000.
To the trustees of Fredericksburg Lodge, No. 4, Ancient Free and Accepted Masons, of Fredericksburg, $610.
To the trustees of the Presbyterian Church of Fredericksburg, $2,625.
To the trustees of St. George's Episcopal Church, of Fredericksburg, $900.
To the trustees of St. Mary's Catholic Church, of Fredericksburg, $500.
To the trustees of the Shiloh (old site) Baptist Church, of Fredericksburg, $1,500.
To the trustees of Ebenezer Methodist Episcopal Church South, of Garrisonville, $600.

The amendment was agreed to.

The next amendment was, on page 104, after line 17, to strike out:

To the trustees of Abingdon Protestant Episcopal Church, of Gloucester County, $650.
To the trustees of the Muhlenberg Evangelical Lutheran Church, of Harrisonburg, Rockingham County, $925.
To the vestry of St. Paul's Protestant Episcopal Church, of Haymarket, Prince William County, $1,000.

The amendment was agreed to.

The next amendment was, on page 105, after line 2, to strike out:

To the trustees of Olive Branch Christian Church, of James City County, $410.

To the trustees of the Methodist Episcopal Church South of Jeffersonton, $325.

The amendment was agreed to.

The next amendment was, on page 105, after line 8, to strike out:

To the trustees of the Opequon Presbyterian Church, of Kernstown, $1,750.
To the trustees of Fletcher Chapel, of King George County, $1,500.
To the vestry of Lambs Creek Protestant Episcopal Church, of King George County, $800.
To the trustees of the Methodist Episcopal Church of Lamberts Point, $780.

The amendment was agreed to.

The next amendment was, on page 105, after line 18, to strike out:

To the trustees of the Presbyterian Church of Lovettsville, $425.
To the trustees of the Presbyterian Church of McDowell, Highland County, $150.
To the trustees of the Methodist Episcopal Church South of Marshall, $600.
To the trustees of the Presbyterian Church of Marshall, $300.
To the trustees of Massaponax Baptist Church, of Massaponax, $195.
To the trustees of the Methodist Episcopal Church South of Middleburg, $195.
To the trustees of the Methodist Episcopal Church of Middletown, $851.

The amendment was agreed to.

The next amendment was, on page 106, after line 10, to strike out:

To the wardens of the St. Thomas Episcopal Church, of Middletown, $600.

The amendment was agreed to.

The next amendment was, on page 106, after line 20, to strike out:

To the trustees of Roper Church, of New Kent County, $250.
To the trustees of the Oak Grove Methodist Episcopal Church, of Norfolk County, $1,290.
To the trustees of the Downing Methodist Episcopal Church South, of Oak Hill, $235.
To the trustees of the New Hope Baptist Church, of Orange County, $150.
To the trustees of the Methodist Episcopal Church South of Paris, $200.
To the wardens and vestrymen of the Merchant's Hope Protestant Episcopal Church, of Prince George County, $1,150.
To the trustees of the Methodist Episcopal Church South of Pungoteague, $780.
To the St. George Protestant Episcopal Church, of Pungoteague, $2,800.

The amendment was agreed to.

Mr. BACON. Mr. President, I dislike to interrupt the progress of the consideration of this bill, but it strikes me that the situation is not exactly fair to Senators. The bill was taken up this morning, and the question was distinctly presented whether the bill should be read through or whether it should be read for amendment; and the Senator from Massachusetts [Mr. LODGE] insisted that the bill should be read through without being taken up for amendment. There is now, I understand, an agreement to the contrary on the part of some of the Senators, that the Senate shall proceed with the bill for the purpose of acting upon amendments.

This is a bill in which almost every Senator in this Chamber is interested, and interested particularly in these amendments, and Senators have evidently absented themselves, gone to luncheon, and to their committee rooms, and so forth, with the understanding that the bill was simply to be read and that no amendments were to be acted upon until after the bill had been read. I speak for myself when I say that there has been an amendment already acted upon, the adoption of which I certainly would have opposed if I had been present. I was absent, as most Senators are, during the lunch hour, and I think it is hardly fair to the great body of Senators to proceed in this way when we have a comparatively empty Chamber. I presume almost every Senator interested in this bill like myself has been absent during the luncheon hour upon the understanding that the bill would be proceeded with under the order already made.

I do not wish to interfere, but I want to suggest to the Senator in charge of the bill that Senators will feel that they have not been treated with perfect fairness in regard to the matter.

Mr. CRAWFORD. I will say to the Senator from Georgia that when I called up the bill I requested that its formal reading be waived and that it be read for amendment. The Senator from Massachusetts asked for the first formal reading of the bill, and the clerk proceeded to comply with that request. He himself afterwards moved that the formal reading be dispensed with and that the bill be read for amendment.

Mr. BACON. The Senator will pardon me for a suggestion. Not only was it as stated by him, but, in addition thereto, after the Senator from Massachusetts had asked for the reading of the bill, the Senator from South Dakota asked if he would not consent that it be taken up and read for amendment, and the Senator from Massachusetts declined and desired that the bill be read in full, which emphasized the fact that the bill would be read in its entirety.

Mr. CRAWFORD. I simply want to say to the Senator that the fact that the bill is now being read for amendment is not due to any action on the part of the chairman of the committee in charge of the bill, but is due to the fact that the Senator who insisted on its formal reading himself moved that the formal reading be dispensed with and that the bill be read for amendment, which was agreed to by unanimous consent. So that it is hardly fair to put the chairman of the committee in the attitude of continuing in this way through some motion of his own, when it is the result of a motion made by the Senator who himself had asked for the formal reading of the bill.

Mr. BACON. If the Senate had been put upon notice of the change, of course there could be no possible criticism of what has been done; but having left the Chamber, and with Senators absent on the understanding referred to, and absent at a time when most of them are usually absent, it seems to me it is but fair that they should be put upon notice of the fact that a bill in which they are all interested had been given a different direction from that which they understood would be followed. I do not know of any remedy in the matter except to reserve every amendment that is acted upon now and have it acted upon again in the Senate. That will be the result, and the Senator will not gain any time by this procedure. That is undoubtedly what will result—that every amendment will be reserved.

Mr. CRAWFORD. I wish again to disclaim being responsible for that situation. There was a good number of Senators here, and the Senator from Massachusetts, who had asked for the formal reading, himself made the request here in the open Senate; all who were present were, of course, apprised of it, and there was no objection to it. It was acted upon.

I assure the Senator from Georgia that there are too many complications connected with and too large a number of items in this bill for me in the slightest degree to involve the Senate in any unnecessary repetition of its work, and I have no such purpose.

Mr. BACON. I am not reflecting upon the Senator in any way, but I thought it proper to call attention to the fact that a bill in which all Senators, with scarcely an exception, have a more or less direct interest is being proceeded with in this way when they are not informed of the fact.

Mr. CLARKE of Arkansas. Mr. President, I do not think the manner in which the Senator from South Dakota is proceeding is prejudicial at all to the interests of those who desire this bill passed. Reference to the history of the bill here will confirm what I say.

This bill was prepared for passage at the last session of Congress. In the draft presented to the Senate individual claims were largely omitted and the provisions of the bill confined to adjudicated claims in favor of churches and schools. There is such a great congestion of claims that if all were included in the bill at this time the consideration of the bill would be protracted beyond the time the Senate would be willing to devote to its attention. I think we make real progress when we separate the bill with reference to the class of claims to be included in it and to get out of the way of disputed claims those whose validity and propriety are admitted.

I do not believe that if every Senator interested in this bill was in his seat there would be serious objection to the manner in which the Senator from South Dakota is now proceeding. Whatever differences of opinion exist between the two Houses can and will be reconciled in conference, where the different views may be presented, and those claims as to which there is disagreement can be remitted for subsequent consideration.

I approve entirely of what the Senator from South Dakota is doing, because I believe it is in the interest of an expeditious disposition of a very large and pressing class of claims and one for which there is being made a more earnest and more repeated appeal from my section of the country than for any other items in the bill.

The PRESIDING OFFICER (Mr. JOHNSTON of Alabama in the chair). The reading of the bill will be proceeded with.

The Secretary resumed and continued the reading of the bill to the end of line 18 on page 107.

Mr. GALLINGER. Mr. President, I desire to ask the chairman of the committee—perhaps I ought to know without asking the question—whether these church claims are claims which grew out of the Civil War.

Mr. CRAWFORD. All of them, Mr. President, and all of them which are reported favorably by the committee are for

churches that were destroyed, and destroyed not as a military necessity, but destroyed while occupied as storehouses or hospitals or were destroyed for the purpose of using the material in the construction of bridges and things of that sort.

Mr. GALLINGER. I will ask the Senator a further question as to the approximate number of claims of a similar nature that have been filed, which are now before the committee and have not been acted upon and are not in this bill. Are these claims for the destruction of churches a half a century ago constantly coming in?

Mr. CRAWFORD. The items of that character which are in this bill are mostly claims that have been reported from the Court of Claims during the last 10 years, up to and including the year 1911. This bill, however, as reported by the committee contains a clause which, if it should go through and meet with the approval of the President of the United States, will stop the sending of any further claims of this character to the Court of Claims; and I think that is one of the best provisions in the bill as reported by the committee.

Mr. GALLINGER. If that be so, and if that could be settled now and forever, it would be a substantial reason in my mind why the bill should pass. But I will ask the Senator if a future Congress may not repeal that provision in the pending bill?

Mr. CRAWFORD. Undoubtedly, Mr. President. Bars which have been erected repeatedly against these claims have been overridden by Congress, and I presume that could happen again.

Mr. GALLINGER. I am not going to make any factious opposition to this class of claims, but it has seemed to me extraordinary, absolutely incomprehensible, that we should have bills of this character, reimbursing for the destruction of churches in whole or in part, presented to Congress 50 years after the close of the war.

I recall the fact that two or three years ago a very distinguished Senator on the other side of the Chamber declared in debate—possibly he spoke a little hurriedly—that these cases were all fraudulent and that it was time we stopped paying any of them.

Mr. OVERMAN. Mr. President, I think the Senator from New Hampshire is mistaken about that. I think he refers to the cotton claims and claims for the destruction of property, but not to churches.

Mr. GALLINGER. Well, the Senator from New Hampshire is absolutely correct in what he has said, as he remembers it. I said possibly the Senator spoke somewhat hurriedly.

Mr. CLARKE of Arkansas. No, Mr. President, I did not speak hurriedly, but I did not speak about church claims. Their claims do not sound in positive right. They are somewhat of a military benevolence. Claims of this character came in for consideration at the instance of former Senator Hoar of Massachusetts. It was not intended that they should be scrutinized from a legal standpoint as are individual claims. I spoke of claims for the destruction and consumption of property by the Army. I have said repeatedly that at this late day and time it is utterly impossible to get at the right of one per cent of them, and they are worked up by claim agents and constructive claimants, persons who are constructively and remotely interested in them. I have no better opinion of them than I have of the French spoliation claims; and I do not hesitate to express myself. But these church claims are on an entirely different footing. It is a matter of the benevolent recognition of the ravages of war upon a subject against which war is not usually directed.

Mr. CRAWFORD. If the Senator from New Hampshire will look through the bill as reported by the committee and the report made by the committee, I think he will find ample evidence of the desire on the part of the committee to rid this bill of the objectionable claims which he has in mind, because I think the report of the committee eliminates about four-fifths of the private claims. If this is sustained here, the conference committee will have to settle the question upon its merits as between the two Houses.

Mr. GALLINGER. Mr. President, I have been gratified, in looking at the bill, to observe that a very large proportion of that class of claims has been stricken from it.

I will not enter into a controversy with my good friend the Senator from Arkansas as to the exact language he used, but will content myself by suggesting to him that if he will go back to the RECORD he will find that I have stated the case substantially correct.

I simply rose for the purpose of expressing the hope that after the passage of this bill we would stop——

Mr. CLARKE of Arkansas. I join with the Senator in that hope.

Mr. GALLINGER. That we would pay these little claims, some of which are just, while probably a great many have been worked up by claim agents——

Mr. CRAWFORD. May I give notice?

Mr. GALLINGER. Certainly.

Mr. CRAWFORD. I simply desire to keep this bill before the Senate during the morning hour until it is disposed of, to carry out my obligations to Senators whom I promised I would bring up the bill.

Mr. GALLINGER. I have now said all I care to say, Mr. President.

IMPEACHMENT OF ROBERT W. ARCHBALD.

The PRESIDENT pro tempore (Mr. BACON) having announced that the time had arrived for the consideration of the articles of impeachment against Robert W. Archbald, the respondent appeared with his counsel, Mr. Worthington, Mr. Simpson, and Mr. Robert W. Archbald, jr.

The managers on the part of the House of Representatives appeared in the seats provided for them.

The PRESIDENT pro tempore. The Senate is in session as a Court of Impeachment. The Sergeant at Arms will make proclamation.

The Assistant Sergeant at Arms (Mr. E. Livingstone Cornelius) made proclamation as follows:

"Hear ye! Hear ye! The Senate of the United States, sitting as a Court of Impeachment, is now in session."

The PRESIDENT pro tempore. Senators who are present and have not taken the oath required in the impeachment case will present themselves at the desk for that purpose. The names of the Senators who have not so taken the oath will be called by the Secretary.

The Secretary called the names of Mr. CHILTON, Mr. DAVIS, Mr. LEA, and Mr. OWEN.

Mr. DAVIS advanced to the desk and the oath was administered to him by the President pro tempore.

The PRESIDENT pro tempore. The Senate sitting as a Court of Impeachment is now ready to proceed with the case. The Journal of the proceedings of the last day of the Court of Impeachment will be read.

The Journal of yesterday's proceedings was read and approved.

Mr. CULBERSON. Mr. President, I suggest the absence of a quorum.

The PRESIDENT pro tempore. The Senator from Texas suggests the absence of a quorum. The Secretary will call the roll.

The Secretary called the roll, and the following Senators answered to their names:

Ashurst	Curtis	McCumber	Shively
Bacon	Davis	McLean	Simmons
Bankhead	Dixon	Martin, Va.	Smith, Ariz.
Borah	du Pont	Martine, N. J.	Smith, Ga.
Brandegee	Fletcher	Massey	Smith, Md.
Bristow	Foster	Myers	Smith, Mich.
Brown	Gallinger	O'Gorman	Smoot
Bryan	Gardner	Overman	Stephenson
Burnham	Guggenheim	Page	Sutherland
Burton	Hitchcock	Penrose	Swanson
Clapp	Jackson	Perkins	Thornton
Clark, Wyo.	Johnson, Me.	Perky	Townsend
Clarke, Ark.	Johnston, Ala.	Poindexter	Wetmore
Crane	Kenyon	Pomerene	Works
Culberson	La Follette	Richardson	
Cullom	Lippitt	Root	
Cummins	Lodge	Sanders	

Mr. WORKS. The senior Senator from Washington [Mr. JONES] is necessarily absent on business of the Senate.

Mr. PENROSE. My colleague [Mr. OLIVER] is necessarily absent from the Chamber on account of his recent illness.

Mr. PAGE. I am still compelled to report the illness of my colleague [Mr. DILLINGHAM].

The PRESIDENT pro tempore. On the call of the roll of the Senate 65 Senators have responded to their names. A quorum of the Senate is present.

Mr. Manager CLAYTON. Mr. President, the managers desire to call the attention of the court to a verbal inaccuracy in the proceedings of yesterday. It, perhaps, is immaterial——

Mr. BORAH. Mr. President, I should like to submit a matter for the consideration of the managers, and I presume it should be submitted through the President pro tempore.

The PRESIDENT pro tempore. The Senator will send it to the desk.

Mr. Manager CLAYTON. May I correct the printed record of yesterday before the managers are required to consider other matters?

The PRESIDENT pro tempore. The manager will proceed.

Mr. Manager CLAYTON. As I was proceeding to say, Mr. President, perhaps this slight verbal inaccuracy is immaterial to the statement as made on yesterday, but for the sake of better English I desire to have a correction made in the record.

At the bottom of page 110 of the proceedings No. 5 had on yesterday, and on page 27, toward the top, of the CONGRESSIONAL RECORD, I desire to make a correction in this sentence:

The conduct of this judge has been exceedingly reprehensible and in marked contrast with the high sense of judicial ethics and probity which generally characterize American judges.

There should be a period there, and I desire to have a period. Then in lieu of the dash and in lieu of the word "that" I desire a new sentence to begin with the word "Let," so that the paragraph will read:

The conduct of this judge has been exceedingly reprehensible and in marked contrast with the high sense of judicial ethics and probity which generally characterize American judges. Let unworthy judges be shorn of power so that an upright and independent judiciary may be maintained for the perpetuation of our government of laws.

Instead of "government of law."

The PRESIDENT pro tempore. The correction will be made as desired by the manager.

Mr. Manager CLAYTON. Mr. President.

The PRESIDENT pro tempore. If the manager is through with the correction, the Chair will submit the matter which has been presented by the Senator from Idaho [Mr. BORAH]. The Senator from Idaho propounds, in writing, the following inquiry for the consideration of the managers, and the Secretary will read it.

The Secretary read as follows:

Are the managers prepared at this time to present their brief as to our power to impeach for offenses or acts which were not committed or done during the term of the office which the party charged now holds?

Mr. Manager CLAYTON. Mr. President, on behalf of the managers, in reply to the suggestion, I beg to say that that question has been thoroughly considered by the managers, and they have no doubt that this judge can be impeached for a misbehavior of a grave character that he may have committed while he held the office of district judge, his tenure of the one having dovetailed into the tenure of the present office.

We have gathered as best we could the authorities to sustain that position. We began with the celebrated case of Judge Barnard, which is familiar, I assume, to all the lawyers in this body, and we have collated the other authorities touching upon that subject that we could find. We have made a brief, and we are prepared to make the argument on that proposition.

But, Mr. President, the managers have not up to this time deemed it proper or, I might say, advisable to bring that question to the attention of the court for the reason that we are pursuing in this case the practice which was pursued in other cases, notably the practice in the Swayne case. After the statement of facts in that case, as the present occupant of the chair knows, immediately the managers began the introduction of their witnesses, and neither the law nor the facts bearing upon any phase of the different controversies involved in that case were argued until the respondent had also made his opening statement and introduced his witnesses; and after all the witnesses had been examined, then the case was opened for discussion both upon the law and the facts.

So, Mr. President, the managers have followed what they deemed the practice to be in like cases.

Then another reason, Mr. President, why the managers have not brought that argument or that question to the attention of the Senate is because the managers were under the impression that the question itself had not been raised by the respondent or his counsel, and the managers thought as lawyers conducting this case that it was quite sufficient for them to take care of every question, both of law and fact, when that question was raised.

Notwithstanding this view, the second reason that I have assigned, it was, however, the intention of the managers to invite the attention of the Senate to a consideration of that question in the orderly way in which the argument was conducted in the Swayne case and, I think, in other cases, because the managers realize that although the respondent or his counsel might not have raised that question they knew that the Senate would wish to be advised upon all the law of the subject, whether the respondent saw proper to raise any particular question or not.

I may say, therefore, Mr. President, while we are prepared to argue that proposition now, we do not think it advisable in view of what we have said, and in view of the further fact that we have a multitude of witnesses here now whom we expect to examine, and we had expected to proceed with the examination of the witnesses at this time, and in order that some of these witnesses who are away from their business might go home.

Therefore, Mr. President, unless the Senate shall indicate its desire that the managers do so it is not the purpose of the managers at this time to submit an argument on the question which has been suggested by the Senator from Idaho.

Mr. WORTHINGTON. Mr. President, the counsel for the respondent have considered very carefully the question of raising at the beginning of the proceedings the question as to the impeachability of any of the offenses set forth in any of these articles. The answer to each article begins with an averment that the article does not set forth an impeachable offense; that the facts stated, if true, do not make the respondent responsible under the Constitution to this tribunal. We concluded that these questions—and in that we agree with the managers—might be left until the evidence is closed. That course was pursued in the Swayne case and in the other impeachment cases, except in the case of Secretary Belknap, which was the last case before the Swayne case. In the Belknap case his counsel filed an answer which raised the question whether, as he was no longer a civil officer of the Government, he could be impeached. After a very long and able discussion of that question, a majority of the Senate held that he could be impeached notwithstanding the fact that he was no longer in the service of the Government. But less than two-thirds so held. Accordingly Belknap's counsel refused to file any answer on the merits, because more than one-third of the Senate had voted that the Senate had no jurisdiction. The case went on to a final conclusion, and then all the Senators, with the exception of two, who had voted at the beginning that the court had no jurisdiction, voted not guilty on that ground.

I may add, Mr. President, that in what Mr. Manager CLAYTON has just said the managers are not to assume that we yield the point which has been suggested by the Senator from Idaho.

Mr. Manager CLAYTON. Mr. President, in reply to the suggestion just interposed by the counsel for the respondent, the managers did credit to the honorable counsel to believe that he would raise that question before these proceedings were concluded. However, we believed and now believe that it would be proper for the Senate to know it, whether he raised it or not, and we prepared to give our view on that question and for that additional reason. We thought the counsel for the respondent was too good a lawyer not to avail himself of every possible defense that the respondent might be entitled to.

Mr. President, I therefore assume that the Senate does not at this time wish the managers to discuss the proposition which was suggested by the honorable Senator from Idaho.

Mr. President, we would like to have the witnesses called. Before having the witnesses called I desire to make a very brief statement, and that is that for the proper investigation of this case it has been necessary to bring here by subpœna a large number of witnesses. Many of these witnesses are men of affairs, of great affairs, in the business world, and the managers have undertaken to have enough witnesses before the Senate each day to occupy the entire time of the session daily. We have taken the liberty of telling some of the gentlemen who will be used as witnesses that we will call them hereafter by wire, and when they do come in response to such wire when we shall need them, we shall ask that they be then sworn and examined. We have therefore present to-day a part only of the witnesses on behalf of the House of Representatives.

We therefore ask at this time that the Secretary read the whole list of witnesses on behalf of the managers on the part of the House of Representatives, and then after that list is read I will do as the Chair may suggest, either have all the witnesses sworn en bloc or have each one sworn separately as we produce him to testify. If the Chair would prefer that each witness be sworn separately as he is produced, that course will be followed.

The PRESIDENT pro tempore. The presumption is that the Senate will allow the managers to pursue their own course in that matter.

Mr. Manager CLAYTON. I would therefore ask that the witnesses be called, and all of them required to enter the Chamber who are present to-day and that the oath be administered to them.

The PRESIDENT pro tempore. The Secretary will call the names of those who are here. Does the manager ask that the entire list of witnesses be now read?

Mr. Manager CLAYTON. Yes, sir.

Mr. WORTHINGTON. That is, witnesses for the managers.

Mr. Manager CLAYTON. Witnesses for the managers. Of course, I have no control and no disposition to control the matter of witnesses for the respondent.

The PRESIDENT pro tempore. The Secretary will read the list.

The Secretary read as follows:

WITNESSES UPON WHOM SERVICE HAS BEEN MADE.

Leo Weil, Pittsburgh, Pa.
Edward Loomis, New York City, N. Y.
W. H. Truesdale, New York City, N. Y.
John L. Seager, New York City, N. Y.
Douglas Swift, New York City, N. Y.
Eben B. Thomas, New York City, N. Y.
William S. Jenney, New York City, N. Y.
T. J. Farrell, New York City, N. Y.
Henry E. Meeker, New York City, N. Y.
George Russell, New York City, N. Y.
John Henry Jones, Scranton, Pa.
W. L. Pryor, Scranton, Pa.
Harry C. Reynolds, Scranton, Pa.
James H. Rittenhouse, Scranton, Pa.
John M. Robertson, Scranton, Pa.
Edward R. W. Searle, Scranton, Pa.
Charles F. Conn, Scranton, Pa.
Miss Mary Boland, Scranton, Pa.
Rollin B. Carr, Scranton, Pa.
Charles W. Gunster, Scranton, Pa.
William A. May, Scranton, Pa.
Edwin M. Rine, Scrantcn, Pa.
C. H. Von Storch, Scranton, Pa.
Wrisley Brown, Washington, D. C.
A. F. Gallagher, Washington, D. C.
B. H. Meyer, Washington, D. C.
W. W. Watson, Scranton, Pa.
Miss Veda M. Barber, Scranton, Pa.
F. L. Belin, Scranton, Pa.
Walter S. Bevan, Scranton, Pa.
James E. Brown, Scranton, Pa.
Alonzo Davis, Scranton, Pa.
Frank E. Donnelly, Scranton, Pa.
Henry W. Edwards, Scranton, Pa.
W. J. Fitzgerald, Scranton, Pa.
Rt. Rev. M. J. Hoban, Scranton, Pa.
John P. Kelly, Scranton, Pa.
Henry A. Knapp, Scranton, Pa.
E. C. Newcomb, Scranton, Pa.
Joseph O'Brien, Scranton, Pa.
Walter L. Schlager, Scranton, Pa.
Samuel H. Swingle, Scranton, Pa.
John Van Bergen, Scranton, Pa.
John R. Wilson, Scranton, Pa.
Clarence S. Woodruff, Scranton, Pa.
T. Ellsworth Davis, Scranton, Pa.
Martin J. Campion, Scranton, Pa.
John Henry Jones, Scranton, Pa.
Alton Kizer, Scranton, Pa.
W. L. Pryor, Scranton, Pa.
John M. Robertson, Scranton, Pa.
W. W. Scranton, Scranton, Pa.
L. A. Watres, Scranton, Pa.
Charles H. Welles, Scranton, Pa.
W. G. Vandewater, Scranton, Pa.
Mary F. Boland, Scranton, Pa.
D. R. Reese, Scranton, Pa.
Thomas Howell Jones, Scranton, Pa.
James E. Heckel, Scranton, Pa.
Fred W. Jones, Scranton, Pa.
Thomas Howell Jones, Scranton, Pa.
Frederick Warnke, Scranton, Pa.
James R. Dainty, Scranton, Pa.
Thomas J. Foster, Scranton, Pa.
Frederick Warnke, Scranton, Pa.
Frank P. Christian, Scranton, Pa.
V. L. Peterson, Scranton, Pa.
W. W. Rissinger, Scranton, Pa.
Edward J. Williams, Dunmore, Pa.
Francis Rawle, Philadelphia, Pa.
David Newlin Fell, Philadelphia, Pa.
George F. Baer, Philadelphia, Pa.
B. F. Crowe, Philadelphia, Pa.
John G. Johnson, Philadelphia, Pa.
Frederick W. Fleitz, Scranton, Pa.
John M. Garman, Wilkes-Barre, Pa.
J. M. Humphrey, Wilkes-Barre, Pa.
H. W. Saums, Wilkes-Barre, Pa.
Thomas Darling, Wilkes-Barre, Pa.
J. B. Woodward, Wilkes-Barre, Pa.
Henry Belin, jr., Scranton, Pa.
Joseph P. Jennings, Scranton, Pa.
F. A. Johnson, Scranton, Pa.
William P. Boland, Scranton, Pa.
Anna M. Blackmore, Scranton, Pa.
Christopher G. Boland, Scranton, Pa.
Reese A. Phillips, Scranton, Pa.
Wallace M. Ruth, Scranton, Pa.
John T. Lenahan, Wilkes-Barre, Pa.
B. W. Beardsley, Peckville, Pa.
John W. Berry, Pittston, Pa.
Richard Bradley, Peckville, Pa.

The PRESIDENT pro tempore. The Secretary will now proceed to read the names of witnesses who are present in order that they may be sworn.

Mr. Manager CLAYTON. I suppose, Mr. President, that it would be a difficult matter for the Secretary to call the names of witnesses.

The PRESIDENT pro tempore. Are the managers prepared to furnish the names of those whom they now wish to be sworn? If so, they will be called into the Chamber.

Mr. Manager CLAYTON. We will proceed to swear each witness as we produce him.

The PRESIDENT pro tempore. Very well, if that course is preferred.

Mr. Manager CLAYTON. And, Mr. President, in the division of labor, we have decided that Mr. Manager WEBB, of North Carolina, shall examine the first witness; and the first witness that we now ask to call is Mr. Edward J. Williams.

Mr. Edward J. Williams entered the Chamber.

The PRESIDENT pro tempore. Please give your name and place of residence to the Secretary.

Mr. WILLIAMS. Edward J. Williams, 626 South Blakely Street, Dunmore, Pa.

Edward J. Williams sworn and examined.

Mr. Manager WEBB. Mr. President, is it desired that the witness shall sit or stand?

The PRESIDENT pro tempore. The present position of the witness is probably the one from which he can be best heard by the Senate.

Mr. Manager WEBB (to the witness). What is your full name, Mr. Williams?

Mr. WORTHINGTON. Mr. President, may I ask a question? The practice differs. In some courts it is required that counsel examining a witness shall stand; but it is not customary where I have been; and I presume it is a matter about which the examining counsel or manager may use his judgment.

The PRESIDENT pro tempore. Absolutely on both sides. The managers and counsel may assume such posture as they prefer.

Mr. POINDEXTER. Mr. President, is it required that the witness should remain standing while he is giving his testimony?

The PRESIDENT pro tempore. The Chair directed that he should, because he did not think that if the witness took his seat he could be heard on the other side of the Chamber.

Mr. POINDEXTER. I beg the Chair's pardon. I did not hear the order of the Chair.

The PRESIDENT pro tempore. It is for that purpose that it was directed that the witness should stand; otherwise, of course, he would be permitted to sit.

Q. (By Mr. Manager WEBB.) State your full name, Mr. Williams.—A. Edward J. Williams.

Q. Where were you born?—A. Born in Wales.

Q. How old were you when you came to America?—A. I am 73 now, and I was born in 1840. I came here in 1866.

Q. You came here when 26 years old?—A. I came in 1866.

Q. In 1866?—A. Yes.

Q. Where have you lived since that time?—A. I first lived in Schuylkill County.

Q. Where do you live now?—A. I live in Dunmore.

Q. What is the name of the town?—A. I have lived in Olyphant before—42 years.

Q. How far is Olyphant from Scranton?—A. Six miles.

Q. Six miles from Scranton?—A. Yes, sir.

Q. How often have you visited Scranton during the last three or four years?—A. Mostly every day except Sunday.

Q. Did you have an agreement with Judge Archbald to purchase what is known as a culm dump from one Robertson and from the Erie Railroad Co.?—A. No, sir; I never had an agreement with him.

Q. State to the Senate what connection you and the judge had, if any, about the leasing of a culm dump from Robertson & Law and from the Hillside Coal & Iron Co.—A. It was not a lease, sir.

Q. Call it an "option."—A. It was an option to buy from the Erie their part—there were two owners to it—for $4,500.

Q. That is from the Erie?—A. From the Erie—and $3,500 to Mr. Robertson for his part.

Q. Making a total that you were to give them of $8,000?—A. Eight thousand dollars; yes, sir.

Q. Robertson & Law owned one part of it; is that right?—A. Robertson & Law.

Q. And the Erie Railroad Co., which owns the Hillside Coal & Iron Co., owned the other half?—A. Yes, sir.

Q. What did Judge Archbald have to do with it?—A. Why, the judge did not have anything to do any more than he gave me a letter to Capt. May; that is all he done.

Q. When was it that the judge gave you a letter to Capt. May?—A. Well, I do not remember exactly the date of it.

Q. What May is that—W. A. May?—A. W. A. May; yes, sir.

Q. Superintendent of the Hillside Coal & Iron Co.?—A. Yes, sir.

Q. Which is owned by the Erie Railroad Co.?—A. Yes, sir.

Q. Do you know when that letter was written by Judge Archbald to Mr. May?—A. I can not remember—I do not remember the date.

Q. Let me ask you if this is the letter:

SCRANTON, PA., *March 31, 1911.*

W. A. MAY, Esq.,
Superintendent Hillside Coal & Iron Co.

DEAR SIR: I write to inquire whether your company will dispose of your interest in the Katydid culm dump belonging to the old Robertson & Law operation, at Brownsville? And if so, will you kindly put a price upon it?

Yours, very truly, R. W. ARCHBALD.

Is that the letter?

A. I do not think so. I think that he only recommended me to him.

Q. Only recommended you to Mr. May?—A. Yes, sir.

Q. Did you ever see this letter [exhibiting]?—A. I never saw it; I never opened the letter. I took the letter as it was written.

Q. In consequence of the letter that you did take you went to Mr. May?—A. Yes, sir.

Q. What did he tell you?—A. Mr. May was not very willing to give it at the time.

Q. Did he talk roughly to you?—A. No; he did not.

Mr. WORTHINGTON. One moment. I submit, Mr. President, we had as well try this case with some appearance of conformity to the rules of a court. That was a leading question, which ought never to have been asked and should not be allowed to be answered.

The PRESIDENT pro tempore. Counsel, as far as possible, will avoid leading questions.

Mr. Manager WEBB. Mr. President, later on, I think, it will be developed that it will be absolutely necessary to ask the Senate to cross-examine this witness. I shall conform as far as possible to the ordinary rules in an ordinary court, but, of course, we realize that this court has no limits as to its discretion as to what evidence shall be introduced.

Mr. WORTHINGTON. I should not like, by sitting silent, for a moment to consent to that proposition. I understand the Senate of the United States has held in every impeachment trial that it is governed by the rules of evidence.

Q. (By Mr. Manager WEBB.) Did you say that he did not want to consider the proposition when you first went to him with the letter of recommendation?—A. No; he did not give it to me.

Q. What did you do then?—A. He did not say he would give it to me.

Q. Did he decline to give you the option?—A. Well, he did not give it to me.

Q. Did he decline to do it?—A. Well, I do not remember exactly what his words were—his answer to me.

Q. Do you not know what his words were?—A. I did not get it; that is all.

Q. You want it to stand that way—that you did not get it?—A. Yes, sir.

Q. What did you do then when you did not get it? Did you go to Judge Archbald and tell him about it?

Mr. WORTHINGTON. I submit, sir, that we ought not to have this leading style of interrogatories until something has appeared to justify it. Before a committee of inquiry it seems to be the custom to lead the witness to say what he is expected to say; but I submit that in a tribunal which has the form and dignity of a court the witness should be allowed to testify and not counsel. Over and over again in impeachment proceedings the fact that a leading question was asked has been ruled to be improper, and over and over again the Presiding Officer has warned counsel not to ask leading questions. If it is necessary to inform the Senate about that, we can send for the history of these cases and read from the record. It ought not to be necessary; but certainly the managers know as well as we do that leading questions are prohibited here as well as in any court, unless there may be some exceptional case where the Senate may be satisfied that it is proper to do so because the witness is endeavoring to conceal the facts.

Mr. Manager WEBB. Mr. President, this is not what could be construed as a leading question. I do not want the witness to tell me every little transaction he did outside of the main feature of this case. I simply asked him if he went to Judge Archbald. I do not want him to detail a great many other things. I want to bring him up for the sake of time.

Q. (By Mr. Manager WEBB.) Tell what you did with reference to Judge Archbald after you did not get the option from Capt. May.—A. I told the judge that I did not get it; that is all.

Q. How long after you saw May was it that you told the judge you did not get it?—A. Right away.

Q. What did the judge say?—A. Well, the judge said he would see about it.

Q. What else did the judge say?—A. That is all.

Q. I ask you if he said anything about going to New York and seeing Mr. Brownell, general counsel of the Erie Railroad Co.

Mr. WORTHINGTON. I object to that as a leading question. As the court will see, in starting out, to have the manager do the testifying for a witness ought not to be allowed here in any case, and especially in such a case as this. The witness has not yet shown any indisposition to tell the truth. The managers are assuming that he is concealing facts, but nothing has appeared to justify that assumption. Why should not the manager write out what it is desired the witness shall say? Let me read from a case I have had occasion to cite on that subject in the Supreme Court of the United States. I think, perhaps, we may just as well spare the time now as on any other occasion, as this is the beginning of this trial. I read from an opinion delivered by the present Chief Justice of the Supreme Court in the case of Putnam against the United States in 162 United States Reports. In the conclusion of the opinion in that case, where this question was involved, the Chief Justice said:

Brevity prevents a detailed review of the other cases on this subject previously mentioned in the margin hereof. Suffice it to say that an examination discloses that they all rest upon the mistaken idea which we have pointed out. Indeed, if the principles upon which these cases necessarily rest are pushed to their logical conclusion, they not only under the guise of an exception overthrow the general rule as to refreshing memory but also subvert the elementary principles of judicial evidence. The fact that these consequences are the legitimate and necessary outcome of the cases we have reviewed depends not on mere abstract reasoning but is demonstrated by the case of People *v.* Kelly (113 N. Y., 647, 651, 1889). In that case, upon the sole authority of Bullard *v.* Pearsall, it was held that where inconsistent or adverse statements had not been given by a witness for the State but, from mere forgetfulness or a wish to befriend the accused, the witness had omitted to testify to certain details, error had not been committed by the court in allowing the prosecuting attorney, for the purpose of refreshing the recollection of the witness, to inquire of him whether he had not testified to the omitted facts before the committing magistrate and grand jury, and, upon his admission that he had done so, to ask if the statements theretofore made were not true, and that the affirmative reply of the witness was competent evidence to submit to the jury. Not only the error but the grave consequences to result from such a doctrine were aptly pointed out by Chief Justice Shaw in Commonwealth *v.* Phelps (11 Gray, 73), where an attempt was made to refresh the memory of a witness by reference to testimony before a grand jury not contemporaneously given.

Mr. President, that was a case in which the attention of the witness was called to statements he had previously made for the purpose of refreshing his memory that he had testified otherwise. Now, the managers, instead of doing that, are undertaking to do what is much more objectionable—putting language into the mouth of the witness here without calling his attention to anything that he has said heretofore. Counsel have no right to cross-examine except upon the theory that somewhere the witness has said things as to which he is being examined. I submit, Mr. President, that we ought not to start out in this trial of the respondent, who sits here, and have it concluded by the testimony of witnesses as to a matter so important that it might be vital to him without letting the witness in the first place go on and tell his story and see what he says, and then, if it is sought to put words in his mouth, let the Senate, after hearing him through, determine whether or not it is a case in which that sort of procedure shall be allowed.

The PRESIDENT pro tempore. Does counsel object to the question propounded?

Mr. WORTHINGTON. We object to the question propounded for the reasons I have stated.

The PRESIDENT pro tempore. The manager will please state the question, so that it may be reduced to writing.

Mr. Manager WEBB. I asked the witness, when he returned from Mr. May, who had declined to allow him an option, what Judge Archbald said, and if he said anything about going to New York to see Mr. Brownell, who was the general counsel of the Erie Railway Co.

The WITNESS. Yes, sir.

The PRESIDENT pro tempore. The Chair is of the opinion that, in the absence of any suggestion of counsel as to what was said, the question would be competent as to his having gone there and something having been said which may afterwards be disclosed.

Mr. WORTHINGTON. As the witness has already answered the question, for the present purposes it is futile to proceed. I think the witness should be cautioned, when objection is made, not to answer a question until the Presiding Officer or the Senate has ruled upon it.

The PRESIDENT pro tempore. That is a very proper suggestion. The witness will be governed by that. Hereafter when there is an objection to testimony the witness will not reply until after the matter has been passed upon.

Q. (By Mr. Manager WEBB.) You say he did tell you that he would go to New York and see Brownell?—A. Yes, sir.

Q. What else did he say about it?—A. That is all. He did not say more than that. He said he would see about it.

Q. Do you know whether or not at that time the Erie Railroad Co. was a defendant in a suit then pending in the United States Commerce Court?

Mr. WORTHINGTON. I should like to cross-examine the witness before that question is put to him, to see what his source of knowledge is as to what was pending in the Commerce Court of the United States.

The PRESIDENT pro tempore. That can be brought out afterwards by counsel.

Mr. WORTHINGTON. Very well.

Q. (By Mr. Manager WEBB.) Did you know that the Erie Railroad Co. was having a litigation before the Commerce Court?—A. Yes. I said that before in my testimony—that I seen it in the bill or what you call——

Q. The brief—the judge's docket?—A. Not in the brief—the bill of the next court that named all the trials—what do you call them—the trial list?

Q. Where did you see that?—A. On the table, sir; on the desk.

Q. On the desk? Whose desk?—A. Mr. Archbald's desk.

Q. The judge's desk?—A. On the judge's desk.

Q. Where was that? In what building in Scranton?—A. That was in the Federal Building, sir.

Q. What did you see on this table, and what did it tell you, if anything, about these suits?—A. This trial list was on there. I looked at it, and there were two cases there against the Erie; and I said, What does this case mean—this lighterage case? What does "lighterage" mean, I said to the judge.

Q. You said that to the judge?—A. Yes, sir; and he told me what lighterage meant; that it was these little boats that

carry the cars across the river. That is all that was said about it.

Q. State whether or not he said anything about seeing Brownell and being able to do Mr. May an injury if he did not grant so small a request.

Mr. WORTHINGTON. Mr. President——

The WITNESS. No; he never said that.

Mr. WORTHINGTON. I do not see any use in objecting after the witness has answered.

The PRESIDENT pro tempore. What is the objection?

Mr. WORTHINGTON. I was about to object, Mr. President, but the witness has answered the question. I should like to see what the Reporter has got as his answer.

The PRESIDENT pro tempore. The witness will hereafter be careful when counsel objects to a question not to reply until the objection has been passed upon.

Mr. WORTHINGTON. I asked that the answer of the witness to the last question be read. I did not catch it.

The Reporter read as follows:

Q. (By Mr. Manager WEBB.) State whether or not he said anything about seeing Brownell and being able to do Mr. May an injury if he did not grant so small a request?—A. No; he never said that.

Q. (By Mr. Manager WEBB). Did he say anything about May?—A. About May? I do not remember that he said anything—that he was going to see Brownell and Richardson—no; Brownell, he said, not Richardson. He did not say only one.

Q. Who is Brownell?—A. Brownell is one of the vice presidents of the Erie Co.

Q. He lives where?—A. He is counsel for them.

Q. And lives where?—A. He lives in New York, I suppose; I do not know.

Q. Why were you and the judge talking about the lighterage case?—A. This was in his office in the Federal building.

Q. But what did that have to do with the transaction? Why were you talking to him about the lighterage case?—A. I only took the thing up as I seen it on the table—on the desk.

Q. Did you know what a lighter was?—A. No, sir; didn't I tell you that I didn't know?

Q. And who did tell you what it was?—A. The judge told me what it was.

Q. What connection had the lighterage case with the Erie Railroad Co.?—A. Well, it was a lawsuit on that subject. I did not know what it was.

Q. State whether or not you knew that Mr. Brownell was marked as counsel for the Erie Railroad Co. in the lighterage case?—A. I told you that; yes, sir.

Q. That he was counsel. Well, did the judge go to New York to see Brownell?—A. He did.

Q. How do you know?—A. I only know by what was told to me.

Q. By whom?—A. I do not remember whether the judge told me or not. I could not swear that the judge told me that.

Q. Did you see the judge about it after he had gone to New York?—A. Yes, sir; I did. This is all he told me: "I seen Capt. May, and he says 'You go over and get that.'" He told me "you shall have it." No more than that, sir.

Q. State whether or not the judge told you he had seen Brownell.—A. Well, I do not remember whether he told me or not that he seen Brownell. When he came back he told me to go and get it, that he had met Capt. May.

Q. Who did—the judge?—A. The judge told me that; yes, sir.

Q. Well, what did you do when he told you to go and get that?—A. I went and got it.

Q. Got what?—A. Got the culm—got the contract.

Q. Got the option?—A. Yes, sir.

Q. From whom?—A. From William A. May.

Q. How long was it after you first saw May that you finally got the option?—A. I could not tell you; I could not say whether it was a week or whether it was two weeks; I do not remember.

Q. Let me ask you if this [reading to witness] is the option:

(Pennsylvania Coal Co., Hillside Coal & Iron Co., New York; Susquehanna & Western Coal Co., Northwestern Mining & Exchange Co., and Blossburg Coal Co.)

OFFICE OF THE GENERAL MANAGER,
Scranton, Pa., August 30, 1911.

Mr. E. J. WILLIAMS,
626 South Blakely Street, Dunmore, Pa.

DEAR SIR: As stated to you to-day verbally, I shall recommend the sale of whatever interest the Hillside Coal & Iron Co. has in what is known as the Katydid culm dump, made by Messrs. Robertson & Law in the operation of the Katydid breaker, for $4,500.

In order that it may not be lost sight of, I will mention that any coal above the size of pea coal will be subject to a royalty to the owners of lot 46, upon the surface of which the bank is located.

It is also understood that the bank will not be conveyed to anyone else without the consent of the Hillside Coal & Iron Co., and that if the offer is accepted articles of agreement will be drawn to cover the transaction.

Yours, very truly,

W. A. MAY,
General Manager.

Q. Is that his letter?—A. That is it.

Q. That is what you called an option?—A. Yes, sir.

Q. Prior to that time had you obtained the option from Mr. Robertson?—A. I did, sir; yes.

Q. Who drew that option?—A. Robertson himself.

Mr. Manager WEBB. Mr. President, we offer this letter of August 30, 1911, from May to Williams, in evidence.

Q. (By Mr. Manager WEBB.) You say Mr. Robertson drew the option?—A. Yes, sir; on his part.

Q. Do you know Judge Archbald's handwriting?—A. Yes, sir.

Q. I ask if this [handing letter to witness] is his handwriting? Can you read it?—A. Yes, sir.

Q. What is that?

Mr. WORTHINGTON. I do not know whether the managers wish to save time in this way, but, as we have already stated, we admit that that paper is in Judge Archbald's handwriting.

The WITNESS. I got one from Robertson himself——

The PRESIDENT pro tempore. The witness will suspend.

The WITNESS. I got it a second time——

Mr. WORTHINGTON. So far as we are concerned, that paper may be read in evidence. We admit that it is in Judge Archbald's handwriting and is witnessed by himself.

Mr. Manager WEBB. I ask, Mr. President, that the Secretary read this agreement.

The PRESIDENT pro tempore. Does the manager desire that it shall be read at this time?

Mr. Manager WEBB. Yes, sir.

Mr. WORTHINGTON. Our admission does not apply to what is below the agreement itself. There is an acknowledgment there as to which we should like to have the evidence at the proper time.

Mr. Manager WEBB. I ask the Secretary to read.

The PRESIDENT pro tempore. The Secretary will read as requested.

The paper was read, as follows:

[U. S. S. Exhibit 2.]

This agreement made and concluded this 4th day of September, A. D. 1911, by and between John M. Robertson, of Moosic, Pa., of the one part, and Edward J. Williams, of Scranton, Pa., of the other part, witnesseth.

Whereas the said party of the first part is the owner of that certain culm dump in the vicinity of Moosic, made in the operation by the firm of Robertson & Law, of the so-called Katydid mine or colliery, and whereas the said party of the second part is desirous of purchasing the same.

Now, this agreement witnesseth, that for and in consideration of $1 to him in hand paid, the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto the said party of the second part, his heirs, executors, administrators, and assigns, the right or option to purchase his interest in and to the said culm dump for the price or sum of $3,500, which said option is to be exercised within 60 days from this date, the terms to be cash within 5 days after the exercise of said option. It is understood that this option is intended to cover and include all the interest of the said party of the first part and of the said late firm of Robertson & Law.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year aforesaid.

JNO. M. ROBERTSON. [SEAL.]
E. J. WILLIAMS. [SEAL.]

Witness:
R. W. ARCHBALD.

STATE OF PENNSYLVANIA, *County of Lackawanna, ss:*

On this 12th day of September, A. D. 1911, personally appeared before me, a notary public in and for said State and county duly commissioned, residing city of Scranton, county aforesaid, the above-named E. J. Williams, who, in due form, of law acknowledged the foregoing indenture to be his act and deed and desired the same might be recorded as such.

Witness my hand and official seal the day and year aforesaid.

[SEAL.] GEO. W. BENEDICT, Jr.,
Notary Public.

(My commission expires March 10, 1913.)

Now, November 4, 1911, the terms of the within agreement are mutually extended for 30 days.

JNO. M. ROBERTSON. [SEAL.]
E. J. WILLIAMS. [SEAL.]

Recorded in the office for recording of deeds, etc., in and for Lackawanna County, Pa., in deed book 246, volume —, page 203, etc.

Witness my hand and seal of office this 13th day of September, A. D. 1911.

[SEAL.] M. P. JUDGE, *Recorder.*

Mr. WORTHINGTON. Mr. President, let it be clearly understood by the Senate that the admission I just made does not apply to the acknowledgment just read. The admission is only as to Judge Archbald's signature. The managers will not claim that the acknowledgment is in the handwriting of Judge Archbald.

Mr. Manager WEBB. We understand that.

Mr. WORTHINGTON. No doubt it will appear later on who did write it, and why.

Mr. Manager WEBB. We should like to mark the first letter Exhibit No. 1 and the second No. 2; and we presume the Secretary will take care of the exhibits.

Q. (By Mr. Manager WEBB.) Mr. Williams, you say Judge Archbald drew this option or contract?—A. Yes, sir.

Q. And he witnessed it?

Mr. WORTHINGTON. I admit that that is his signature.

Mr. Manager WEBB. All right.

Q. (By Mr. Manager WEBB.) When did you get another option from Mr. Robertson?—A. What—another one?

Q. Yes. You say you got another one that the judge did not draw?—A. I do not remember exactly. I think I did; I am not sure; but here is a letter I got from him. I forget now whether I had another option; but he agreed to extend it, anyhow.

Q. I understand that.—A. Yes, sir.

Q. But was the original option from Mr. Robertson to you drawn by Judge Archbald and witnessed by him? I believe that is admitted in the pleadings.

Mr. SIMPSON. Yes; that is admitted.

The WITNESS. That has been admitted.

Q. (By Mr. Manager WEBB.) How much coal or culm was in this bank?—A. I will read you a report of Mr. Robertson himself.

Q. No; you need not read that. I ask you how much culm, in your judgment, was in this bank?—A. About 140,000 tons.

Q. You had your option from Mr. Robertson, and you had your option from the Erie Railroad or the Hillside Coal & Iron Co.?—A. Yes, sir.

Q. The entire option cost you $8,000. Is that right?—A. Yes, sir.

Q. After you got the option what did you do? What was the next step? In other words, did you undertake to sell it? That is what I want to get at.—A. Yes; I did.

Q. To whom did you try to sell it?—A. The first party I tried to sell it to was Mr. Conn, the manager of the Laurel line.

Q. I ask you if you and the judge did or did not have an agreement that he was to have one-half of this culm-bank profit?—A. Yes, sir.

Q. Who wrote a letter to Mr. Conn?—A. I wrote one letter to Mr. Conn.

Q. Did you pay any money for the option?—A. No, sir.

Q. Did the judge pay any?—A. No, sir; paid nothing.

Q. What is the royalty up there on this kind of coal?

The WITNESS. What is the royalty for the coal that the Erie mined, you mean?

Q. Yes.—A. Twenty cents.

Q. Twenty cents or 27½ cents?—A. Oh, no; 20 cents.

Q. If there were 140,000 tons in the bank, worth 20 cents a ton, what would that make your profit?—A. You would not have that royalty for that. They do not pay any such royalty for the lower sizes.

Q. Well, what was your proposition to Mr. Conn?—A. The proposition to Mr. Conn was to sell it for 27½ cents per ton, sir.

Q. Exactly. What would that have made the profit—$30,000 less $8,000? Is that right? It is a matter of calculation. I thought I would hurry you along.—A. I suppose it might be about that.

Q. Did you take the letter from Judge Archbald to Mr. Conn?—A. No, sir; I did not.

Q. State whether or not the judge told you he had written a letter to Conn.—A. I did not take a letter.

Q. State whether or not the judge told you he had written a letter to Mr. Conn.—A. I do not remember whether the judge told me or not.

Q. You do not?—A. No, sir; I do not. To tell you the honest truth, I do not know whether he told me that or not.

Mr. Manager WEBB (addressing counsel for respondent). You admit this letter?

Mr. WORTHINGTON. Certainly.

Mr. Manager WEBB. Mr. President, we would like to introduce Exhibit No. 3, which I should like to read to the Senate.

Mr. WORTHINGTON. We admit that Judge Archbald sent that letter to Mr. Conn and that that is his signature.

Mr. Manager WEBB. All right.

Q. (By Mr. Manager WEBB). In the first place, let me ask you who Mr. Conn is?—A. Mr. Conn is manager of the Laurel Line.

Q. The Laurel Line is an electric railroad in Pennsylvania?—A. Yes, sir.

Q. Did Mr. Conn buy a great deal of coal to run his railroad?—A. He uses a hundred tons a day, sir.

Q. Do you know from whom he bought his coal?—A. He bought some from the Erie.

Q. That is, the Hillside Coal & Iron Co.?—A. Yes, sir; but the Erie did not want to supply him with coal.

Mr. Manager WEBB. Mr. President, I should like to read this letter:

[U. S. S. Exhibit 3.]

(R. W. Archbald, Judge United States Commerce Court, Washington.)

SCRANTON, PA., *November 6, 1911.*

C. F. CONN, Esq.

DEAR SIR: On behalf of Mr. Edward J. Williams and myself I offer you the so-called Katydid culm dump, in the vicinity of Moosic, on a royalty basis at a flat rate of 30 cents a ton for all sizes, with the understanding that a minimum of 20,000 tons a year shall be taken or paid for, you to pay us $12,000 on account as advance royalties and to be entitled to take 40,000 tons without further payment therefor. In washing or screening the coal, if any of the prepared sizes are found there will be an additional charge of 5 cents a ton on such prepared sizes payable to the Hillside Coal & Iron Co. It will be satisfactory to us if you desire to remove the material from time to time in quantity without screening or washing it on the ground with the idea of screening or washing it elsewhere, provided we can be sufficiently protected and informed with respect to the actual number of tons taken, for which you would be accountable. In the execution of a formal agreement there may be other minor details in order to make a complete working contract; but the above will give you the substance of what we are ready to do.

Trusting that you will find these terms acceptable, I remain,

Yours, very truly,

R. W. ARCHBALD.

Q. (By Mr. Manager WEBB.) Did you ever see that letter?—A. I have seen it; yes, sir.

Q. You have seen it. Did the judge tell you that he had writen that letter? Did you know at that time that that letter was written?—A. What is that?

Q. Did you know at the time the letter was written that it had been written?—A. I can not tell you. I do not remember now. It is quite a while ago. I do not really remember whether I——

Q. That letter was written November 6, 1911. Did you sell to Mr. Conn?—A. No, sir.

Q. What was the reason?—A. Well, they doubted the title, sir; but the title is just as good to-day as it ever was, because the Erie Co. received their royalty every month from that company the same as they did the first day. So that agreement is proven every time they take the royalty.

Q. What was the judge to do and what did he do to entitle him to one-half of the profits in this culm dump?—A. It was none of anybody's business, if I wished to give it to him.

Q. Did you give it to him?—A. Well, I would have given it to him.

Q. What for?—A. Well, for what he did for me.

Q. What was that?—A. I told you a little while ago.

Q. Let us have it again. What did he do for you to make you give him half the profits in this culm bank?—A. It was partly through his influence I got it.

Q. Then you gave him one-half the profits for his influence; is that it?—A. But I had the other half before that; a long time before that.

Q. I understand that you and the judge claimed that you owned the entire interest in this culm dump; is that right?—A. Yes, sir.

Q. You claimed there were 140,000 tons. Was there any negotiation with Mr. Conn by you for the judge or by the judge with Mr. Conn that you know of?—A. No; but there was with me myself after that.

Q. You were the judge's partner. What did you tell him——

Mr. WORTHINGTON. Mr. President, I submit that that ought not to be said. I hope counsel will not undertake to proceed in that way in this tribunal. Counsel has no right to say that the witness was the judge's partner. The witness was giving testimony as to what he knows about it. That does not prove anything until the evidence is closed. Not that I care one way or the other whether he considers that the judge was his partner or not, but I object to that kind of procedure and examination.

The PRESIDENT pro tempore. The manager on the part of the House will put his question in another form.

Mr. Manager WEBB. Mr. President, I want to say that the only reason I put the question in that form is because in the letter the statement was made that they were partners.

Q. (By Manager WEBB.) Did you and the judge have any other negotiations with Mr. Conn with reference to the sale of this dump?—A. Not the judge.

Q. Did you?—A. Yes, sir.

Q. What did you do?—A. I sent another letter explaining the title to him; that the title was all right; proving to him that the title was all right according to any law of the land.

Q. I will ask you if this is the letter you wrote Mr. Conn:

[U. S. S. Exhibit 4.]

SCRANTON, PA., *March 13, 1912.*

CHARLES F. CONN, Esq., *Scranton, Pa.*

DEAR SIR: Regarding the culm bank located at Moosic, Pa., which you have been negotiating for, would say this matter has been hanging fire for some time, and the party who has been dealing with you is desirous

of your having the bank. He believes that the title to this property is not a complicated one.

You, as a business man, understand the conditions under which the Hillside Coal & Iron Co. are operating under this lease. For any coal which they, their successors or assigns take from this bank larger than pea coal they are to pay to the Everhart heirs a royalty of 20 cents per ton. Now, I think you do not intend preparing any of the larger sizes of coal, and, if not, the Everhart heirs et al. would have no interest in the bank.

The Hillside Coal & Iron Co. and Mr. John M. Robertson, the only recognized owners of this bank, have agreed to sell me their interest, and I would be glad to have you let me know at your earliest convenience what you intend doing in the matter, as other parties are anxious to negotiate for it. I may say that should you have any doubts you could deposit one-half or two-thirds of the royalty in the bank or retain it for a reasonable time as a guaranty against any claims. I am making this at the suggestion of the party who has been dealing with you to assure you of our desire that you should sustain no loss.

Very truly, yours,

E. J. WILLIAMS.

Q. Did you sign that?—A. Yes, sir; I did.

Q. Did you consult with the judge before you wrote it?—A. No, sir; I did not.

Q. Do you know whether that statement was agreeable to the judge or not?—A. I did not know; but I guessed it would be all right.

Q. You took that responsibility yourself?—A. I did, sir. That is right.

Q. Then, what happened after you wrote that letter—between you and Mr. Conn?—A. Mr. Conn told me he could not do anything with the lawyer who was assigned to look after their titles; that he would not agree; that he would not recommend it to the company.

Q. All right. Now, after you failed to sell to Mr. Conn, who was the next person you negotiated with for the sale of it?—A. Mr. Bradley. The deed was made out to Mr. Bradley.

Q. What is his full name?—A. Richard Bradley.

Q. Do you know what month it was in that you made these negotiations with Mr. Bradley?—A. No; I do not. About three or four months ago.

Q. May I refresh your memory? The letter you wrote to Mr. Conn is dated March 13, 1912. Was it after that letter?—A. Right away.

Q. Right away after that?—A. Yes, sir.

Q. Did you and Mr. Bradley and the judge agree to trade or not?—A. I did not say anything to the judge. I sold it to Mr. Bradley.

Q. Without the judge knowing anything about it?—A. I did not say a word about it to the judge; no, sir.

Mr. O'GORMAN. Mr. President——

The PRESIDENT pro tempore. The Senator from New York.

Mr. O'GORMAN. Mr. President, I desire to submit a question to be addressed to the witness.

The PRESIDENT pro tempore. The Senator from New York asks that the following question be propounded to the witness. The Secretary will read the question.

The Secretary read as follows:

Q. Who dictated the letter to Conn, which you signed?

A. Well, William P. Boland dictated part of it and so did I dictate some part. He did not do it all himself.

Mr. LODGE. I did not hear the first part of the answer. I should like to have the answer repeated.

The Reporter read the question and answer.

The WITNESS. He was helping me to send a letter to him—to Conn.

Q. (By Mr. Manager WEBB.) After the letter had been written to Mr. Conn, dictated in part by Boland and in part by yourself, what transaction did you have with Richard Bradley with reference to the sale of this culm bank?

The WITNESS. What transaction?

Mr. Manager WEBB. Yes. What did you do?

A. I sold it to him.

Q. For what price?—A. At $20,000.

Q. Did he pay the money for it?—A. He offered the check to Mr. May, sir.

Q. He offered the $20,000 to whom?—A. To Mr. May—not the $20,000. The $20,000 was not coming to Capt. May. It was not due to him; only the $4,500.

Q. Did Mr. May agree that you should sell the option to Mr. Bradley?—A. Yes, sir.

Q. To whom was the option to be made at that time—to you or to you and the judge, or to Bradley or to you and Bradley from May?—A. I would sell it to Bradley.

Q. I ask you if Mr. May did make a contract with you.—A. Yes, sir.

Q. And you were to assign the contract to Bradley?—A. Yes, sir.

Mr. Manager WEBB. Now, Mr. President, we should like to introduce a copy of the contract, which I believe is admitted.

Mr. WORTHINGTON. What contract?

Mr. Manager WEBB. The contract from May to Williams, selling the Katydid culm dump.

Mr. WORTHINGTON. I have no objection to its introduction as a paper, but it is hardly right to call it a contract. It was never executed.

Mr. Manager WEBB. I understand that.

Mr. WORTHINGTON. Suppose you submit it——

Mr. Manager WEBB. I want to submit a tentative contract drawn by Mr. May for this culm bank.

Mr. WORTHINGTON. We agree that a tentative contract was drawn by May and submitted to Bradley, and as such it may be read, so far as we are concerned.

Mr. Manager WEBB. I ask that it be read.

The PRESIDENT pro tempore. The Secretary will read as requested.

The paper was marked "Exhibit No. 5," and was read by the Secretary as follows:

[U. S. S. Exhibit 5.]

Agreement made the — day of ———, A. D. 1912, between Hillside Coal & Iron Co., a corporation of the State of Pennsylvania, party of the first part, and E. J. Williams, of the borough of Dunmore, Pa., party of the second part.

Whereas a certain tract of land situated partly in Lackawanna and partly in Luzerne County, known and designated as lot No. 46, of certified Pittston Township, patented to John Bennett March 25, 1849, is owned in the following proportions, to wit, the Hillside Coal & Iron Co., twelve twenty-fourths; E. & G. Brook Land Co., six twenty-fourths; estate of James Everhart, five twenty-fourths; and heirs of John T. Everhart, one twenty-fourth; and

Whereas since 1878 the Hillside Coal & Iron Co. have mined coal from said tract of land, partly because of their own partial ownership of the same and partly by reason of verbal permission granted by the other owners to do so; and

Whereas certain culm piles are situated upon the surface of said tract of land, one of which is known as the Katydid culm bank, which was made by the operations of the Katydid Colliery, heretofore operated by Robertson & Law, the said Robertson & Law having been in the nature of sublessees of the Hillside Coal & Iron Co. for a time in the mining of certain coal from said tract of land; and

Whereas the Hillside Coal & Iron Co. claim to have an interest in the material constituting the said Katydid culm bank, and it is understood that the said Robertson & Law also make a like claim, and it may be that the other owners of said tract of land, at this time or at some subsequent time, may also claim to have an interest therein; and the said party of the second part proposes to purchase all the right, title, and interest of the Hillside Coal & Iron Co. (subject to the payment of royalties as hereinafter set forth) in and to the material constituting the said Katydid culm bank; and the Hillside Coal & Iron Co. is willing to grant, bargain, sell, and convey unto the party of the second part all its said right, title, and interest, subject as aforesaid, without in any way warranting or guaranteeing the title thereto or any part thereof as against any person or persons whomsoever:

Now, therefore, in consideration of the premises and of the sum of $1 by each of the said parties unto the other in hand well and truly paid, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, it is hereby agreed by and between the said parties and the successors and assigns of the party of the first part and the heirs, executors, administrators, and assigns of the party of the second part as follows, to wit:

First. The Hillside Coal & Iron Co. doth hereby grant, bargain, sell, and convey (subject to the payment of royalty as hereinafter set forth) unto the said Edward J. Williams all its right, title, and interest in and to the said Katydid culm bank, with leave to the said Edward J. Williams, his heirs, executors, administrators, or assigns, to enter thereon and take away the said material, wash out the various sizes of coal therefrom, and send the same to market over the Erie Railroad Co. for the only proper use, benefit, and behoof of the said Edward J. Williams, his heirs, executors, administrators, or assigns. If, however, any attempt is made to ship the said product or any part thereof over the line of any other railroad whatsoever without first obtaining the written consent of the Hillside Coal & Iron Co. thereto, then this contract shall be utterly null and void and the party of the first part shall have the right, upon filing a bill in equity setting forth such violation of the same, to have an injunction to prevent the mining, washing, or producing or removal of any further material whatsoever from said culm bank.

Second. Upon the execution and delivery of this indenture, the party of the second part shall pay unto the party of the first part the sum of $4,500 in cash.

Third. For all coal of the size of pea coal or larger sizes, being all sizes of coal which will pass over a one-half inch square mesh, shipped or sold from said culm bank, the party of the second part shall pay royalty upon the same to the party of the first part at the rate of 20 cents per ton of 2,240 pounds, which payment of royalty shall be made on or before the 20th of each month for all the coal shipped or sold during the previous month. The royalty so paid unto the party of the first part is to be divided by the party of the first part among the respective owners of the tract of land in the proportion of one-half thereof unto the party of the first part, and the other one-half unto the other owners of the tract of land; but it is hereby distinctly provided and agreed that if at any time before the entire exhaustion of the said culm bank the Hillside Coal & Iron Co. shall become under obligation to pay to its coowners any greater rate of royalty than above stated or to pay royalty upon other sizes than as above stated, then so far as one-half of said royalty is concerned, the party of the second part shall pay as much as the Hillside Coal & Iron Co. is so required to pay, it being, however, understood and agreed that so far as the one-half interest of the Hillside Coal & Iron Co. is concerned no change in the royalty rates will be made during the continuance of the operation authorized by this indenture.

Fourth. The party of the second part shall have the right, so far as the party of the first part has the authority to extend such right, to use such an amount of surface for a washery and for railroad switch as may be necessary to enable him to carry on operations, but the same not to be selected where it would in any way interfere with the opera-

tions now carried on by the Hillside Coal & Iron Co. upon said tract, and it is distinctly understood that no warranty of the possession is hereby made as against the coowners of the party of the first part, for the reason that the party of the first part is only hereby contracting for its own interest in the premises and not for the interest of its coowners.

Fifth. It is understood and agreed that all operations of the party of the second part upon said tract of land shall be concluded at the expiration of three years from the date hereof, at which time, if the party of the second part has faithfully complied with the terms of this agreement and paid the moneys herein required to be paid, he shall have the right to remove any machinery, fixtures, buildings, railroad tracks, or other things of value placed by him upon said tract of land. All of which articles to be removed shall be removed within a period of three months after the expiration of said period of three years, and if not so removed, then they shall become the property of the party of the first part.

Sixth. The party of the first part shall have the right at any time to examine the sales book, shipping books or other books of account of the party of the second part wherein the accounts are kept showing the number of tons of coal and the sizes thereof shipped from said property, and shall also have the right to come upon the premises of the party of the second part at any and all reasonable times to ascertain how the operations authorized by this indenture are conducted and carried on.

Seventh. It is distinctly understood and agreed that by this indenture no warrant or guaranty of title, right, or interest is conveyed whatsoever unto the party of the second part and against any party or parties whomsoever who may claim to have rights or interests in the said culm bank, this indenture being merely for the purpose of conveying unto the party of the second part such right and interest as the Hillside Coal & Iron Co. hath therein.

Eighth. The party of the second part shall have the right to assign this agreement to any person or persons whomsoever, but with this distinct condition, understanding, and agreement that the person so taking an assignment hereof shall become obligated to do and perform all the covenants and agreements of the party of the second part herein.

Q. (By Mr. Manager WEBB.) Mr. Williams, did you receive a copy of that contract?—A. I did not. There is a letter here that was sent to me. He said he had sent it to Bradley.

Q. Did you ever receive a copy of that contract after Bradley received it?—A. I did not. Bradley gave it back the next day, and he had no right to give it back.

Q. Why was that contract made to E. J. Williams alone instead of to E. J. Williams and R. W. Archbald, if you can tell us?—A. Because the other contract was in my name.

Q. Is this the letter you received from Capt. May, dated April 11, 1912?

[U. S. S. Exhibit 6.]

APRIL 11, 1912.

Mr. RICHARD BRADLEY,
Peckville, Pa.

DEAR SIR: Herewith please find proposed form of agreement conveying the interest of the Hillside Coal & Iron Co. in the culm piles on the surface of lot 46, situate partly in Lackawanna and partly in Luzerne Counties, Pa.

Will you please confer with Mr. E. J. Williams, to whom I have sent a copy of this letter in regard to the form herewith, and advise whether or not same meets with your approval. If the agreement is satisfactory to you, it will be submitted to the executive officers of the H. C. & I. Co. for their consideration and approval.

Yours, very truly,

W. A. MAY,
Vice President and General Manager.

(Enclosure: Copy to Mr. E. J. Williams, 626 South Blakely Street, Dunmore, Pa.)

Did you receive that letter?—A. I gave it to the committee.

Q. Why was that contract between Mr. May and yourself never executed?—A. That I do not know.

Q. Did you ever write a letter or sign an agreement assigning a part of this culm-bank dump in which referred to Judge Archbald as a silent party?

Mr. WORTHINGTON. Mr. President, I object to the contents of the paper. Before that paper is to be read, we wish to have the opinion of the Senate on it.

The PRESIDENT pro tempore. What is the objection of counsel?

Mr. WORTHINGTON. The paper about to be produced is one prepared in the office of William P. Boland signed by this witness. Our objection is that it ought not to be allowed to go in evidence or constitute a part of the record until it is shown by some competent evidence that Judge Archbald had something to do with it.

The WITNESS. I do not think he had anything to do with it.

Mr. WORTHINGTON. That paper is claimed to be a damning piece of evidence against Judge Archbald, but we assert that it was a paper that was prepared for the purpose of making a case against him, in his absence, of which he knew nothing and never heard until after this proceeding began. I submit it is against every principle of law and justice to have this paper go in at all until some evidence has been offered tending to show that Judge Archbald knew about it or was responsible for it.

I submit that the paper was not prepared under such circumstances as that Judge Archbald could be held accountable, or that it could be admitted as evidence against him. This very question was raised, as you will remember, Mr. President, in the Swayne case. An attempt was made to prove that Judge Swayne had made certain admissions when examined as a witness before the Committee on the Judiciary of the House of Representatives, and the managers then proposed to state to the Senate what those admissions were. It was then ruled out and that ruling was affirmed by a second vote of the Senate. This ruling was under a statute of the United States, which provides that evidence given before a committee of Congress by any person shall not be used against that person in any criminal proceeding.

We do not care a great deal about this matter when the facts in regard to it will appear, and it might well be introduced when we come to present our evidence as showing a conspiracy against Judge Archbald. But until some evidence is produced tending to show that Judge Archbald had some responsibility for that paper, or knew that it was prepared or authorized it to be prepared, I submit the contents of it ought not to be put into this record at all.

I have no fear that the members of this tribunal will give any credence to it, but it will go to the country and so do Judge Archbald great harm.

Mr. Manager WEBB. The position of the managers in regard to this matter is that Mr. Williams and Judge Archbald had a combination or understanding by which they were to secure certain concessions from the railroad; that his name was to be kept silent; and in pursuance of that arrangement this witness did give an assignment of a portion of his option to W. P. Boland and a "silent party," and this witness will testify that the silent party was Judge Archbald.

In pursuance of that agreement, which we say inhered in the very first thought of the effort to secure a sale from Robertson and the last contract made by May was made to Williams alone, though the judge had a half interest; that Judge Archbald's name does not appear anywhere in this tentative deed; and that it was the understanding and agreement between witness and the judge that this witness was Judge Archbald's agent and partner, and as such signed this "silent party" contract and referred to the judge as the "silent party." We care not under what circumstances the contract was drawn. The point we make is that this contract was signed by Mr. Williams and that Judge Archbald knew that his name was used in the contract or assignment as a "silent party."

Mr. WORTHINGTON. Whenever any evidence shall be introduced tending to show that Judge Archbald requested or authorized that his name should be kept out, this will become competent evidence. This witness has not been asked, and there has been no opportunity for anyone else to testify, whether Judge Archbald ever requested or suggested that his name should be kept out of papers relating to the purchase or sale of the Katydid dump.

I submit that it is against every principle of law of evidence and against common justice. This witness has not said and has been very far from saying that Judge Archbald ever said that his name should be kept out of it. It appears that when the respondent wrote to May he signed his own name and did not refer to Williams at all. It appears that when he wrote to Mr. Conn and proposed to sell this dump to him he stated that he was one of the parties in interest. It appears as to Robertson's contract, which has been read, that Judge Archbald wrote it with his own hand and signed his own name to it as a witness.

There has not been a scintilla of evidence tending to show that Judge Archbald was trying to conceal anything or trying to keep his name out of it. Everything is to the contrary.

I may say that this is but the first step as we anticipate from what we know of prior proceedings in this case, and it will be undertaken to introduce a mass of evidence here as to transactions between other parties as to which no witness will testify that Judge Archbald knew of them or authorized them. Until there is some evidence that the respondent was cognizant of the reference to him as a "silent party," I submit this paper ought not to go into the record.

Mr. Manager WEBB. Mr. President, just a word. We do not regard this entirely as a criminal action. It is a quasi civil action. There is no criminal penalty to be fixed by the Senate. Our contention is that this witness is an agent, a partner of the respondent, and that the respondent is bound by any act or word of this witness with reference to this particular transaction. That is why we propose to introduce this contract in which he is referred to as a "silent party," and to show that the judge knew he was referred to as such "silent party."

Mr. Manager STERLING. Mr. President, the question, I understand, is whether or not this letter shall be read to the court. It is in the nature of a contract, signed by this witness, in which

he at that time was a partner of Judge Archbald. I think there will be no controversy about that. The letter has already been read here, written by Judge Archbald, in which he says he is interested with Mr. Williams in this coal dump.

The purpose of the contract which is offered in evidence now by Mr. Manager WEBB and signed by Mr. Williams is simply a transfer of one-third interest in the coal dump to William P. Boland. I dare say that Williams, whether it had been expressed by Judge Archbald or not, had authority as partner of Judge Archbald to convey this interest in the coal dump to Mr. Boland.

In any event, I do not understand how the court can pass upon the admissibility of a contract until it has been read. We are entitled to have the court know what the evidence offered is, and I think if the court hears this contract they will be able to judge of its admissibility, and I think they will find that it is admissible.

The objection to the admission of this contract on the part of Mr. Worthington is that some party referred to in the contract is referred to as a silent party. There are Mr. Boland, Mr. Williams, and a silent party. It does not make any difference who that refers to, whether to Judge Archbald or whom it may refer to, in determining the admissibility of this evidence. It is a part of this transaction; it is a part of the res gestæ; it must go in this line of testimony to connect the transaction and show what relation Williams and Boland and Judge Archbald had to each other in the ownership of this coal dump.

So, I submit, in any event it must be read to the court before the court can pass upon its admissibility.

Mr. SIMPSON. Mr. President, there is only one thing that I should like to call the attention of yourself and Senators to in answer to something that Mr. Manager WEBB has said, because, after all, that which is a fundamental proposition will generally lead us to a correct conclusion if we can find what the fundamental proposition, in fact, is.

Mr. WEBB's statement was that this is not a criminal proceeding. I want to take issue with him upon that point directly, and in the most forcible way that it can be taken, and I shall do so very briefly, for I recognize the fact that the time of the Senate is of exceeding importance.

I propose, sir, first to read a paragraph from an article on the subject of impeachment by Prof. Dwight. It is as follows:

> When a criminal act has been committed, it may evidently be regarded in three aspects—

Mind you, a criminal act—

> first, the injury to the individual or his family may be considered; second, the wrong to the executive officer charged with the administration of the laws may be looked at; and, third, the mind may dwell upon the general wrong done to the state, or "the people," as we say in modern times. This view was early taken in the common law; the injury to the individual was redressed by a proceeding called an appeal; the injury to the king by a process called an indictment; the wrong to the entire nation by a proceeding called an impeachment. In process of time the injury to the individual came to be regarded as a private and not as a public wrong, so that in the progress of the law there remained two great criminal proceedings—indictment and impeachment.

There can not be found, I submit, sir, in any well-considered article or case any variance whatever from that conclusion, and that it is not varied in this country is evident from the language of the Constitution itself, two or three of the clauses of which I desire now to read:

> When the President of the United States is tried, the Chief Justice shall preside; and no person shall be convicted without the concurrence of two-thirds of the Members present.

What I want to know is whether the word "conviction" is in any way relevant to a civil or a quasi civil proceeding. Again:

> The President shall * * * have power to grant reprieves and pardons for offenses against the United States, except in cases of impeachment.

I want to know whether there are offenses against the United States which are not in their nature criminal.

Mr. Manager STERLING. Mr. President, may I interrupt the gentleman. There will be no controversy, I think, as to the proposition which the gentleman lays down.

Mr. SIMPSON. Mr. Manager WEBB made the controversy.

Mr. Manager STERLING. I say broadly, as the gentleman seems to interpret it. But the proposition, it seems to me, is on the admissibility of this contract, and regardless of the question whether these proceedings be criminal or civil proceedings we insist that this is admissible in evidence. I do not understand that there is any difference in the rule of admitting testimony of this kind whether it be in a criminal case or in a civil case. That is the point I am making.

Mr. SIMPSON. I submit there is or may be a difference. I agree with the manager that there is no difference in the particular matter now before the Senate, and I should not have bothered the Senate about it had it not seemed to me, from Mr. Manager WEBB's statement of it, that it was an entry of the wedge opening apart for the purpose of reaching to another conclusion, which will be reached very shortly. If, however, the managers agree with Mr. Manager STERLING, that there is no controversy over this branch of the matter, I, of course, have nothing further to say in regard to it.

There is, however, on the other branch of the case a very important proposition which I do not care at this time at any length to discuss before the Senate, because it can not very well be discussed unless the presiding officer or some one connected with the Senate shall in fact see the paper. I know of no other way in which that question can be raised, but you will see, if the paper is examined into, that it is not a statement of a current existing present thing to be acted upon, in so far as Judge Archbald is concerned, but it is a recital of a past occurrence; and the authorities are absolutely uniform that, whether it is by an agent, if Mr. Manager WEBB chooses to call him so, or whether he be his partner, as the original arrangement between them and the first of these articles of impeachment seem to call it, or whether it be a coconspirator, it makes no difference, if the paper is a recital of a past occurrence or anything which has any relevancy to a past occurrence rather than to a present thing, no one of them, agent, copartner, or coconspirator, can by such a recital bind one not a party directly to the paper or declaration which is proposed to be offered in evidence.

So far as this present matter is concerned, there must necessarily be some ultimate purpose beyond that which is here expressed, because it has been conceded here, and it is now conceded upon the behalf of Judge Archbald that he did have an interest in this matter and would have obtained a portion of the profits had there been any profits to be obtained from it.

Mr. Manager CLAYTON. Mr. President, may I be permitted to make a brief statement?

The PRESIDENT pro tempore. Without objection, the manager will proceed.

Mr. Manager CLAYTON. Mr. President, those of you who have had the opportunity to examine the article written by Prof. Dwight, and which the gentleman was proceeding to read to the Senate, know that almost all the views expressed by Prof. Dwight on the law of impeachment have not been upheld by other writers upon the same subject.

However, Mr. President, I may say here and now for the benefit of the court and for the satisfaction of the counsel for the respondent, that I do not think there will be much disagreement between the lawyers on the respective sides in regard to the fundamental law of impeachment, so far particularly as the first six articles here preferred are concerned. Of course, we have to-day been informed of a disagreement as to the last six articles. The first six relating to Judge Archbald's conduct as a judge of the Commerce Court, the next six relating to his conduct as district judge, and the thirteenth article relating to his general conduct in his judicial capacity and while he was filling the offices of district and circuit judges.

Now, Mr. President, I desire to call the attention of the Senate to a thought that perhaps has not occurred to all the Members of the Senate. This, in all the history of our jurisprudence, stands unique as a tribunal. It is unique not because this is a constitutional court; we have another court created by the Constitution, the Supreme Court. It is not unique in the annals of jurisprudence as being the only Court of Impeachment that ever existed. It is unique in the history of our own jurisprudence in that this body is charged with the duty of determining the law and the facts in one and the same verdict. It is said by some of the writers that this court renders a mixed verdict; that is, in reaching a verdict and judgment the court pronounce both upon the law and the evidence in the case.

Mr. President, that at once lifts this tribunal above the atmosphere of a mere petty courthouse trial where a $5 pettifogging lawyer may undertake in the defense of a criminal to interpose all sorts of technical objections, and where the judge is to pass upon the law and the jury upon the facts. This is a different tribunal from that. It is higher than that. This tribunal wants to know all the facts.

Mr. President, I would not do myself the discredit nor would I reflect upon the intelligence nor the good intentions of this great body by suggesting that the public wish to know all the facts pertaining to the conduct of their high judicial officer. This is more than a mere petty criminal case.

Mr. President, I have digressed somewhat from the question and I come back to it, and that is the admissibility of this testimony. I lay down the proposition—and I take it it will be assented to by every lawyer—that in determining the admissibility of evidence the same rule obtains whether the case be criminal in its nature strictly or whether it be civil or

whether it be quasi criminal. The character of the case matters not; it is the character of the testimony that concerns its admissibility.

In this case why is this testimony admissible? Mr. President, the article charges that Judge Archbald has abused his office by seeking to trade and traffic in culm dumps, and this being one of the culm dumps, it is charged certainly in the statements of facts that Williams was his partner. It has been shown by the witness that Judge Archbald and Williams were partners in this transaction. And in his answer Judge Archbald admits the partnership. This contract is a part of a transaction of the partnership. We connect it, we have all along connected it up to this time, and Judge Archbald can not object to what his partner does. If I select an agent, if I have a partner in a joint enterprise, can I be heard in any court anywhere to repudiate the conduct and the action of my partner, my agent, acting within the scope of the partnership or agency?

So here, Mr. President, it is necessary for the orderly statement and full presentation of this evidence, that this part of it, which follows right along with the other testimony in the case, be put in here to elucidate the whole conduct of Judge Archbald. As it will be shown, and has been shown, that Williams is his partner, this is a part not only of that, but it is a part of the res gestae; it is a continuation of the transaction that was entered into by Archbald and Williams, Judge Archbald's partner. If that be not true, it can be disputed, but we offer it for the purpose of establishing it and keeping up the chain of this whole transaction and connecting Judge Archbald with it, and there can not be any doubt but that we will connect Judge Archbald otherwise, as I think, with this transaction.

Then again, Mr. President, upon the theory that has been suggested, if this contract relates to a conspiracy to violate the law, it is admissible. If it can be shown that while a conspirator may be here in this Chamber, if pursuant to the agreement had with the coconspirator the coconspirator commits crime down on Pennsylvania Avenue, all law writers tell us that the man who was in this Chamber when the act was committed is just as guilty as if he had been present at the scene of the crime.

Mr. President, I do not think I violate propriety when I call attention to contemporaneous history that will illustrate this contention. It was said in one of the noted cases in Alabama, my own State, by one of her great chief justices, that courts will take judicial notice of contemporaneous history, and in that case the contemporaneous history was the action of a mob in Birmingham, Ala., in violating the law.

The court took judicial cognizance of that contemporaneous history. So, I am certain, the Senate, this court, is as broad in its power and rights to take judicial notice of contemporaneous history as is any court. I think I violate no propriety when I say that in the recent case in New York City, where a police lieutenant was charged with murder, it was not pretended that he was there at the time the murder was committed, or that he had anything directly to do with it, but he was convicted, and was sentenced upon the theory that he instigated it; that he entered into the conspiracy elsewhere sometime before the act, and that the conspirators did his bidding.

Upon these principles, Mr. President, both of law and of the rules of evidence obtaining in the courts and upon the desire that this tribunal wants to do full justice—wants all the facts—and the honorable counsel for the respondent does himself justice when he credits the Senate with the ability and the fairness and the intention to pass upon these questions, I insist on the admissibility of this paper.

Mr. President, it seems to me that we might conduct this trial and save much time, and that justice can be had as well in the end, without interposing what I may think, I respectfully submit, sometimes to be captious objections to the testimony.

I participated, Mr. President, if you will pardon a personal allusion, in the Swayne case; and, as I remember it, the ordinary hidebound rules—if I may use a vulgarism—were not pursued. For instance, repeatedly during the trial of that case a witness was introduced; he was cross-examined; then he was put back and reexamined; and then he was put back and recross-examined. So that narrowness in proceedings have never been adhered to by the Senate.

Mr. President, in the economy of time, do you not think, and does not the Senate think, that it can take care of all these questions, so that justice may be fully done to the respondent?

I want to say, Mr. President, in behalf of the managers, that the managers do not desire and will not claim a verdict of conviction in this case unless, after they have adduced the testimony, they are of opinion that they have made a case that would warrant such a judgment at the hands of the Senate.

Mr. WORTHINGTON. I dislike very much to further occupy the time of the Senate in the discussion of the admissibility of this particular piece of evidence, but it may not be amiss now, on this first day of our proceedings, to have the Senate informed as to what is contended here with respect to rules of evidence and their application. It may save repeating it in the subsequent course of the trial.

I must express my surprise to hear my friend Mr. Manager CLAYTON intimate that the rules of evidence do not guide us here. I do not suppose he meant by what he said to indicate that we are pettifogging. We have resolved that at the outset of this case——

Mr. Manager CLAYTON. Mr. President, lest the gentleman shall permit that remark to stand, I wish to state that I did not say that the rules of evidence do not guide us, but I said the narrow, technical rules which characterize the proceedings in the ordinary courthouse have never characterized proceedings of this kind in the Senate.

Mr. WORTHINGTON. I was about to say, Mr. President—and I think that what has taken place so far in the presence of the Senate will justify me in saying it—that we have resolved that we would make no technical objection here; that whenever objection was made it should be to something that was very substantial.

My friend refers to what was done in the Swayne case. We are here exactly in the position in which you were in the Swayne case, in which counsel offered to introduce evidence as to statements made by Judge Swayne before the Judiciary Committee under oath. The evidence was objected to by counsel who represented Judge Swayne here; and, after very full argument and after reargument, on motion of the junior Senator from Texas [Mr. BAILEY], with closed doors, the evidence was ruled out. Now it is attempted here not to show what Judge Archbald said, but because he had entered into a simple venture with Mr. Williams, the witness in this case, to see if they could get a right to buy and sell the Katydid culm dump, to undertake to show that a paper which was executed by Mr. Williams, prepared in the office of Mr. Boland behind the back of Judge Archbald, and which was not anything in the execution of the business of the partnership—if you choose to call it a partnership—is to be evidence against Judge Archbald without showing that he had authorized or had anything to do with it.

Does the fact that I enter into a partnership with a man to purchase a piece of property authorize him, without anything more, to go and sell me out? He is authorized to do anything that may be necessary in the ordinary course of buying and selling that property; that is all I have agreed to; but when he goes into the office of another person, behind my back, and signs a paper of which I have no knowledge and years afterwards it is sought to introduce it in evidence against me in support of a criminal charge—a paper in which he undertakes to sell me out and to make statements as to what I have said or done at some prior time—I say that every principle of evidence and of justice requires its exclusion.

This witness has not been asked—the managers have not dared ask him—whether he was authorized by Judge Archbald to take Boland into partnership, for that is what it amounts to. Here is evidence that A and B entered into a partnership. Now, evidence is offered to show that one of them created another partnership made up of A, B, and C. That can not be done without the knowledge and consent of both of them. When it is undertaken to do that and to go further and to show not only that Judge Archbald was brought into a new partnership, but to put into that writing something purporting to recite past transactions, which may be used against him criminally in a subsequent proceeding, and the instrument is put away in somebody's drawer and kept from the light of day until a prosecution is sprung, it seems to me that the Senate should require some evidence to connect Judge Archbald with it before it is put in evidence. In the case of Judge Swayne the managers insisted that the Senate should hear what Judge Swayne had said before they ruled it out, but the Senate sustained the argument which was made on this side of the Chamber by counsel for the respondent—that it should not be heard and should not be put into the record until it was determined that it was competent. The Senate held that it was incompetent. After reargument it sustained that conclusion, and the evidence never did appear in the record, and nobody knows to this day what it is without going to a record in another place.

Mr. Manager WEBB. Mr. President——

The PRESIDENT pro tempore. It is necessary that argument shall conclude at some time, the Chair will say to the managers.

Mr. Manager WEBB. I just want to make the point, Mr. President, that the ruling in the Senate with reference to the Swayne case has no application to this evidence, because there it was a constitutional question as to whether or not a man under the Constitution of the United States could have his evidence used in two different places and be confronted with it in the Senate—entirely a different question. This is a question of trying the conduct of this judge. We say that he knew his conduct was bad, and that he knew that this contract was made with his name as a silent party in it. We say that the Senate ought to hear it; it is a part of the gist of this charge and ought to be made known as evidence in this case.

Mr. WORTHINGTON. When counsel prove that Judge Archbald knew it, we shall withdraw our objection.

The PRESIDENT pro tempore. Before taking action in regard to this question, the Chair desires to make a statement to the Senate. Anticipating that questions of the admissibility of evidence would arise, the present occupant of the chair has examined former impeachment cases in order to ascertain what was the practice of Presiding Officers themselves in regard to deciding questions of this character, or of submitting them to the Senate. Upon examination, it is found in former impeachment cases that very liberally, to say the least, the Presiding Officer had availed himself of the privilege of submitting the matter to the Senate. In the Andrew Johnson impeachment case in particular, which was presided over by the highest judicial officer in the land, Chief Justice Chase, almost invariably every question as to the admissibility of evidence was submitted by him to the Senate for its determination. While the present occupant of the chair is not averse to taking responsibility in a matter that is alleged by the counsel to be peculiarly vital to the case, he feels that the matter should be submitted to the Senate. He is more inclined to that course by the fact that if one single Senator differed from the conclusion of the Chair he would have the right to have the vote taken by the Senate. Therefore, in this case the present occupant of the chair will submit to the Senate the question as to the admissibility of the evidence.

Mr. CULBERSON. Mr. President, I ask that the paper be read, so that we may know what it is before we vote on its admissibility.

The PRESIDENT pro tempore. The Chair was about to state that, in the opinion of the present occupant, it is necessary that the Senate should be informed of the nature of the paper before Senators could determine whether or not it is admissible. Therefore, in the absence of any objection—and if objected to that question will be submitted to the Senate—the present occupant of the chair will direct that the paper be read to the Senate.

The Secretary read the paper, which is marked "Exhibit 7," as follows:

EXHIBIT 7.

Assignment made this 5th day of September, A. D. 1911, by Edward J. Williams, of the borough of Dunmore, County of Lackawanna and State of Pennsylvania, party of the first part, to William P. Boland and a silent party, both of the city of Scranton, county and State above mentioned, parties of the second part. For services rendered or to be rendered in the future by William P. Boland and silent party, whose name for the present is only known to Edward J. Williams, W. P. Boland, John M. Robertson, and Capt. W. A. May, superintendent of the Hillside Coal & Iron Co., it is agreed by said Edward J. Williams who is the owner of two options covering a culm bank known as the "Katydid," situate in the vicinity of Moosic, Pa., that he hereby assigns two-thirds of any profits arising from the sale of the above-mentioned property over and above the amounts to be paid John M. Robertson and the Hillside Coal & Iron Co. $3,500 and $4,500 respectively, to be divided equally between William P. Boland and silent party mentioned above, their heirs, successors or assigns, and this shall be their voucher for same.

E. J. WILLIAMS. [SEAL.]

W. L. PRYOR.

The PRESIDENT pro tempore. The question is now submitted for the determination of the Senate whether the paper, which has just been read, shall be admitted in evidence. Under the rule the vote must be taken by yeas and nays. When so taken those who favor the admissibility of the paper will vote "yea," and those who oppose the admissibility of the paper in evidence will vote "nay."

The Secretary will call the roll.

Mr. POINDEXTER. Mr. President, I should like to inquire if it be within the rules of the Senate sitting as a Court of Impeachment to receive this evidence and to reserve a decision as to its admissibility? That practice is common in the courts. If we undertake to vote upon each objection to the testimony, or at least each important objection to the testimony of witnesses——

The PRESIDENT pro tempore. The Senator has no right under the rule to discuss the question. The Senator has the right, if he so desires, to submit an order to the Senate, which would cover the point that he wishes to make.

Mr. POINDEXTER. Well, I ask leave to submit such an order.

The PRESIDENT pro tempore. The Senator will please reduce it to writing.

Mr. LODGE and Mr. GALLINGER. Call the roll.

The PRESIDENT pro tempore. The Senator from Washington desires to have an order submitted to the Senate preliminary to the vote, as the Chair understands from the Senator's statement. Of course, he has the right to submit it, if the Chair is correct in that statement.

Mr. LODGE. I did not so understand him.

The PRESIDENT pro tempore. The Chair may have misunderstood the Senator from Washington, but that was the Chair's understanding.

Mr. POINDEXTER. I present the following order. Mr. President, I will say——

The PRESIDENT pro tempore. The Senator has not the right to discuss it.

Mr. POINDEXTER. Have I no right to make an explanation?

The PRESIDENT pro tempore. No; the Secretary will report to the Senate the order submitted by the Senator from Washington.

The Secretary read as follows:

Ordered, That the evidence be received and the decision as to its admissibility be reserved.

The PRESIDENT pro tempore. The Chair does not understand that that is subject to a point of order on his part, and is obliged to submit it to the Senate as he would any other order which is asked for. Therefore——

Mr. LODGE. The roll call must first come on the order proposed.

The PRESIDENT pro tempore. The Chair will give it that direction—that the question of admissibility will be first taken, and then the question as to what office it shall perform. The Chair will put the question upon the admissibility of the evidence unless the Senator from Washington desires this as an order preliminary to it.

Mr. POINDEXTER. I should like to have an opportunity to read the written evidence proposed to be introduced before being required to vote upon its admissibility. It is impracticable to do that here. Consequently I have submitted this order.

The PRESIDENT pro tempore. The Chair will submit the order to the Senate, and the Secretary will call the roll upon the order asked for by the Senator from Washington. Those who favor the adoption of the order will, as their names are called, vote "yea"; those who are opposed to the adoption of the order submitted by the Senator from Washington will, as their names are called, vote "nay."

Mr. CULBERSON. Mr. President, are we required to take a yea-and-nay vote on this preliminary order? I think not under the rule.

The PRESIDENT pro tempore. The rule is that every vote shall be taken by yeas and nays.

Mr. GALLINGER. Regular order!

The PRESIDENT pro tempore. The Secretary will call the roll.

The roll being called, resulted—yeas 3, nays 57, as follows:

YEAS—3.

Clapp	Dixon	Poindexter

NAYS—57.

Ashurst	du Pont	Martin, Va.	Shively
Bacon	Fletcher	Martine, N. J.	Simmons
Borah	Foster	Massey	Smith, Ga.
Brandegee	Gallinger	Myers	Smith, Md.
Brown	Gardner	Nelson	Smoot
Bryan	Gore	O'Gorman	Sutherland
Burnham	Guggenheim	Overman	Swanson
Burton	Hitchcock	Page	Thornton
Clark, Wyo.	Johnson, Me.	Penrose	Tillman
Clarke, Ark.	Johnston, Ala.	Perkins	Townsend
Crane	Kenyon	Perky	Warren
Crawford	La Follette	Pomerene	Works
Culberson	Lodge	Richardson	
Cullom	McCumber	Root	
Cummins	McLean	Sanders	

NOT VOTING—34.

Bailey	Curtis	Lea	Smith, Mich.
Bankhead	Davis	Lippitt	Smith, S. C.
Bourne	Dillingham	Newlands	Stephenson
Bradley	Fall	Oliver	Stone
Briggs	Gamble	Owen	Watson
Bristow	Gronna	Paynter	Wetmore
Catron	Jackson	Percy	Williams
Chamberlain	Jones	Reed	
Chilton	Kern	Smith, Ariz.	

The PRESIDENT pro tempore. The order is not adopted. The question recurs upon the question submitted by the present occupant of the chair, as to whether the paper read shall

or shall not be admitted in evidence. As their names are called Senators who favor the admission of the paper in evidence will vote "yea"; those who oppose it will, as their names are called, vote "nay."

Mr. CLAPP. Could not the requirement for a yea-and-nay vote be waived if there was no objection made?

The PRESIDENT pro tempore. Undoubtedly.

Mr. CLAPP. Why not test it in that way?

The PRESIDENT pro tempore. If it is unanimous, the Chair is of the opinion that a yea-and-nay vote is not required, because it is the same as if every Senator voted.

Mr. CLAPP. I suggest that the Chair first submit in a suggestive way whether it would be unanimous, and if so it would save calling the roll.

The PRESIDENT pro tempore. The Chair will adopt the suggestion of the Senator from Minnesota and ask if there is any objection to the admissibility of the paper in evidence?

Mr. WORTHINGTON. Mr. President, I should like to call the attention of the Presiding Officer and of the Senate to Rule VII adopted by the Senate and governing the proceedings in impeachment cases. It provides:

Or he—

That is, the Presiding Officer—

Or he may, at his option, in the first instance, submit any such question to a vote of the Members of the Senate. Upon all such questions the vote shall be without a division, unless the yeas and nays be demanded by one-fifth of the Members present, when the same shall be taken.

The PRESIDENT pro tempore. That is seemingly in conflict with Rule XXIII, and the Chair construes it to be governed by the first portion of Rule XXIII, which expressly provides that all orders and decisions of the Senate must be by yeas and nays. The only variation is when there is no division, which is the same as if the roll had been called and everybody had voted yea. Therefore the Chair repeats the question.

Mr. CULBERSON. I suggest to the Chair that Rule XXIII makes provision subject to Rule VII, which counsel has just read.

The PRESIDENT pro tempore. That is true, but then it does not have reference to that part of the rule. The Chair can not now discuss that question. The Chair will put the question again. Is there objection by any Senator to the admissibility of the paper in evidence?

Mr. CLARK of Wyoming. There is.

The PRESIDENT pro tempore. The Senator from Wyoming objects. Therefore the roll will be called. As their names are called those in favor of the admissibility of the evidence will vote "yea"; those opposed will, as their names are called, vote "nay."

The roll was called; and the result was announced—yeas 55, nays 6, as follows:

YEAS—55.

Ashurst	Fletcher	Massey	Simmons
Bacon	Foster	Myers	Smith, Ga.
Borah	Gardner	Nelson	Smith, Md.
Bristow	Gore	O'Gorman	Smith, Mich.
Brown	Hitchcock	Overman	Smith, S. C.
Bryan	Johnson, Me.	Page	Smoot
Burton	Johnston, Ala.	Perkins	Sutherland
Clapp	Kenyon	Perky	Swanson
Crawford	La Follette	Poindexter	Thornton
Culberson	Lodge	Pomerene	Townsend
Cullom	McCumber	Richardson	Warren
Cummins	McLean	Root	Wetmore
Dixon	Martin, Va.	Sanders	Works
du Pont	Martine, N. J.	Shively	

NAYS—6.

Brandegee	Clark, Wyo.	Gallinger	Guggenheim
Burnham	Crane		

NOT VOTING—33.

Bailey	Curtis	Lea	Smith, Ariz.
Bankhead	Davis	Lippitt	Stephenson
Bourne	Dillingham	Newlands	Stone
Bradley	Fall	Oliver	Tillman
Briggs	Gamble	Owen	Watson
Catron	Gronna	Paynter	Williams
Chamberlain	Jackson	Penrose	
Chilton	Jones	Percy	
Clarke, Ark.	Kern	Reed	

The PRESIDENT pro tempore. The Senate decides that the paper is admissible, and it is so ordered.

The Chair desires, in the interest of expedition and orderly procedure, to suggest to both the managers on the part of the House and counsel for the respondent that hereafter when incidental questions are to be discussed they be confined to an opening and a reply and a conclusion. The Chair will not rule that arbitrarily or positively, but trusts that counsel will act upon its suggestion.

Mr. Manager WEBB. I understand that the contract is now in evidence?

The PRESIDENT pro tempore. The Senate has so ordered.

Q. (By Mr. Manager WEBB.) Mr. Williams, who was the silent party referred to in this contract?—A. I do not know. I do not think I ever had anything to do with that.

Q. Is that your signature [exhibiting paper to witness]?—A. That is my signature, but this is not the original. Where is the one you took a picture of?

Q. Is that your signature?—A. Yes.

Q. You say this is your signature?—A. That is my signature; yes, sir.

Q. Is it a copy of the one you signed. [A pause.] Did you sign it in duplicate?—A. No; I did not. Here they are; here are two of them [indicating].

Q. I will ask you this question: Did you testify before the Judiciary Committee of the House?—A. Yes; I did.

Q. Did you swear there that this contract contained the names——A. (Interrupting.) I do not remember anything about such a paper.

Q. Let me ask my question first. Did you swear before the Judiciary Committee of the House that the silent party referred to there was Judge Archbald, and that he knew that he was put in that contract as a silent party?—A. I did; yes.

Q. Sir?—A. That is what it meant; yes.

Q. Is that so?—A. Yes, sir.

Q. What do you say is so?—A. What is that?

Q. I want to know what you say is so; was he the silent party referred to in this contract? Did he know that you had put him in the contract as a silent party?—A. No; he did not know anything about it; the judge did not know anything about that.

Q. Who, then, was the party that you referred to in this contract as the silent party?—A. I do not remember that I ever did make that——

Q. I ask you again, did you swear before the Judiciary Committee of the House in this investigation?—A. I did acknowledge it at last.

Q. Did you acknowledge at last that you referred to him as the silent party?—A. Because my name was there; but how it got there I do not know.

Q. I ask you if you swore before the Judiciary Committee of the House that you put the judge's name to this contract as a silent party because you thought it would be unlawful to put his name in it?—A. That it would be unlawful?

Q. I ask you if you testified to that before the Judiciary Committee?—A. I do not remember.

Q. I ask you if you answered Judge NORRIS, on the committee, that the judge knew that he was a silent party.

Mr. Manager CLAYTON. Judge Archbald.

Q. (By Mr. Manager WEBB.) That Judge Archbald knew that he was a silent party?—A. I do not know about that; I do not know whether I did or not; I do not remember.

Q. Did you insert his name in there as a silent party?—A. No; I did not put his name in there. I did not put that silent party in there. I did not make that paper at all.

Q. To whom did you refer as the silent party?—A. What is that?

Q. To whom did you refer as the silent party?—A. Boland drew up that paper. Here are two more here.

Q. To whom did you refer when you signed that? Whom did you refer to as a silent party? I will ask you if you swore before the Judiciary Committee that you put this in here, or that it was put in at your own suggestion—"silent party"?—A. I did not put it in.

Mr. NELSON. I submit we are entitled to an answer to the preceding question before the managers ask another.

Mr. Manager WEBB. I think the Senator is right.

Q. (By Mr. Manager WEBB.) I ask you again if you swore before the Judiciary Committee of the House of Representatives, when this matter was under investigation before it, that the silent party referred to in this contract was Judge Archbald, and that you told the judge you had referred to him as a silent party?—A. I never told the judge.

Q. I ask you if you swore to that before the Judiciary Committee.—A. Well, it was a mistake, because I never told the judge about it.

Q. Then, I ask you if you put his name in this contract and referred to him as the silent party?—A. I told you it was not me that put that in there.

Q. It was you who signed it, was it not?—A. I may have signed it, but I never made that paper.

Q. I ask you whether you did not say when you signed it that the judge was a silent party?—A. Well, it meant the judge, of course.

Mr. Manager WEBB. You could have said that two or three minutes ago.

Mr. WORTHINGTON. Mr. President, I object to the gentleman lecturing the witness.

Q. (By Mr. Manager WEBB.) You say "silent party" meant the judge. Why did you not put the judge's name in there?—A. I did not put his name in there.

Q. I ask if you did not swear before the Judiciary Committee that the reason you did not put his name in was because you thought it would not be lawful? [A pause.] Sir?—A. I do not remember saying that. I do not remember that.

Q. I ask you now, then, if that was not the reason?

Mr. POMERENE. Mr. President, I desire to submit a question to be addressed to the witness.

The PRESIDENT pro tempore. The Senator from Ohio asks that the following question be prepounded to the witness. The Secretary will read the question.

The Secretary read as follows:

Q. Was the paper read to you or by you before you signed it?

A. I do not think it was.

Mr. Manager WEBB. On behalf of the managers, I ask permission of the Senate at this point to cross-examine this witness. My reason for asking it is that it is perfectly evident that he is a party in this transaction, that he is a friend to Judge Archbald, and an unwilling witness, and hostile to this case. As a preliminary to this request, however, I want to ask the witness this question.

Q. (By Mr. Manager WEBB.) I will ask you, Mr. Williams, if you did not say in the Scranton Times, on the 27th of April, a week before you came to Washington to testify before the Judiciary Committee, that you had papers in your possession which would clear the judge?—A. Well before——

Q. Just answer that question.—A. Before the Attorney General, do you mean?

Q. No; before you came to Washington to testify before the Judiciary Committee. Was not this published in the Scranton Times on April 27:

I have the papers in my pocket which will show the price we paid, and when the case comes to that point my testimony will clear Judge Archbald.

Did you not admit before the Judiciary Committee that you put that in the Scranton Times; and did you not tell that to a correspondent of the Scranton Times, and was it not published in your city?—A. I do not remember anything about that—not a word.

Q. Who paid your expenses when you came to testify before the Judiciary Committee?—A. The judge paid them. He gave me the ticket to come down.

Q. You mean Judge Archbald?—A. Yes, sir.

Q. Are you a friend of the judge?—A. I was friendly with him; yes, sir.

Mr. Manager WEBB. Mr. President, under these circumstances we feel that in order to get from this witness the facts that he has testified to here before, even, or to get a full statement from him, we are entitled to cross-examine him or lead him.

The PRESIDENT pro tempore. The Chair would suggest that the manager proceed a little further without doing so.

Mr. Manager WEBB. Very well, sir.

Q. (By Mr. Manager WEBB.) I will ask you if you did not swear before the Judiciary Committee that you did sign this?—A. Yes, sir; I did.

Q. You did?—A. I did sign that. That is my handwriting.

Mr. Manager WEBB. That answers the question. That is your handwriting.

Mr. Manager CLAYTON. May I interrupt my colleague to ask that he please identify the paper as to which the witness now answers?

Mr. Manager WEBB. This is the "silent-party" contract about which I am now talking.

Q. (By Mr. Manager WEBB.) You admit you signed it?—A. Yes; I signed it.

Q. You admit now that you signed it?—A. Yes, sir; I did.

Mr. Manager CLAYTON. What is the number of the exhibit?

Mr. Manager WEBB. Exhibit No. 7.

Q. (By Mr. Manager WEBB.) When you signed it, did you know the "silent party" was in it?—A. No; I did not know it; and I do not know now. I do not know when or how that was signed; I can not tell you.

Q. I will ask you again now, and please listen to this question——A. (Interrupting.) You know that in the Crawford will case there have been some signatures put on the papers——

Q. I understand.—A. And it was not written by Jim Crawford.

Q. You do not deny that at one time—whether it was in this paper or not—you signed a paper in which you referred to Judge Archbald as a silent party?—A. No, sir. I would not swear I signed that.

Q. This paper?—A. Yes.

Q. Then we will discard this paper for the present. You did sign a paper?—A. I did.

Q. And did that "silent party" refer to Judge Archbald?—A. Yes, sir.

Q. Did you tell Judge Archbald that you had done that?—A. To Bill Boland, you mean?

Q. No; did you tell Judge Archbald that you had referred to him as a silent party——A. No; I do not know.

Q. In any kind of a contract?—A. I do not know whether I did or not.

Q. I will ask you if you made this response to Mr. NORRIS in the Judiciary Committee.

Mr. WORTHINGTON. Give the page, please.

Mr. Manager WEBB. Page 516.

Q. (By Mr. Manager WEBB.) This is a question Mr. NORRIS asked you:

Did the judge know that he was a silent partner?
Mr. WILLIAMS. He knew that he was a silent partner all right.

Is that true?—A. Yes; he knew that he was a silent partner.

Q. After the letter from Mr. May submitting a copy of the contract to you from him, did he rescind that contract a little later by another letter?—A. How is that?

Q. I mean did Mr. May annul or withdraw the contract for the Katydid culm dump which he was making to you so that he could make it to Mr. Bradley?—A. No; Mr. Bradley took the deed back to him—that deed you read here to-day.

Q. That is right. Mr. Bradley did hand it back to him?—A. Yes.

Mr. Manager WEBB. There is no controversy about that?

Mr. WORTHINGTON. No.

The WITNESS. Because this lawsuit was coming on.

Mr. Manager WEBB. I introduce Exhibit 8.

Q. (By Mr. Manager WEBB.) I wish you would listen to this and see if you received that letter.

The Secretary read the letter referred to, which was marked "Exhibit 8," as follows:

[U. S. S. Exhibit 8.]

APRIL 13, 1912.

Mr. RICHARD BRADLEY, *Peckville, Pa.*

DEAR SIR: Further in the matter of the interest of the Hillside Coal & Iron Co. in the Katydid dump, referred to in mine of the 11th instant to you:

Because of the complications brought to your attention yesterday at the Laurel Line station our attorneys believe that it will be best for you not to do anything whatever in connection with the matter until you hear further from me.

Yours, very truly,

W. A. MAY,
Vice President and General Manager.

(Copy to Mr. E. J. Williams, 626 South Blakely Street, Dunmore, Pa.)

Q. (By Mr. Manager WEBB.) Did you receive a copy of that letter?—A. Yes, sir.

Q. Was the contract returned to Mr. May—this contract of sale?—A. The deed was returned to him; yes, sir.

Q. Well, the deed. It was returned to Mr. May?—A. It was sent to Mr. Bradley to examine, to see if it was acceptable to him.

Q. And it was acceptable to him?—A. It was acceptable.

Q. This letter received two days later called it in, did it?—A. Yes, sir.

Q. Since Mr. Bradley returned the contract, have you tried to sell the culm bank to anyone else?—A. No, sir.

Q. I ask you if you tried to sell it to Mr. Thomas Howell Jones?—A. Oh, no. That was before that.

Q. Did you try to sell it to Mr. Thomas Howell Jones?—A. No; that was before Bradley.

Q. Whenever it was, did you try to sell it to Thomas Howell Jones?—A. Yes, sir.

Q. Did you carry Thomas Howell Jones to the judge's office?—A. What is that?

Q. Did you carry Thomas Howell Jones to the judge's office; did you go with him to the judge's office?—A. Yes, sir.

Q. Did you in the presence of the judge give him a 10-day option, at $25,000, on this dump?—A. Yes, sir.

Q. Do you know when it was that you gave Thomas Howell Jones this 10-day option?—A. It was before Bradley; a few days before that.

Q. A few days before?—A. Yes; a few days before Bradley.

Q. Are you quite sure it was before, or was it since?—A. Oh, it was before.

Q. Why should it be before the time when you negotiated with Bradley for it?—A. I did not negotiate with Bradley until after Tom Jones.

Q. Then I will ask you if Mr. Thomas Howell Jones went down to examine the culm dump after he had his $25,000 option;

did he examine it to see whether or not it was worth buying?—A. He was ready to buy it, but his parties did not come on.

Q. After he came back from examining the dump I will ask you if you and he did not go to the judge's office and if the judge did not tell Mr. Thomas Howell Jones that he (the judge) had no title to this dump, and that you got out of the office; and that a few days later you asked Jones where he was going and you told him not to go to the judge's office, that he had nothing to do with it?—A. No, sir; I did not. I did not say that.

Q. Did you have any discussion of that sort with Thomas Howell Jones?—A. No, sir; I did not.

Q. You gave him an option, did you not; a 10-day option?—A. Yes, sir.

Q. Who drew it?—A. It was only a verbal option; that was all; no paper.

Q. It was not written?—A. No, sir.

Q. Was it given in the presence of the judge?—A. Why, yes; it was given in the presence of the judge, but it was only a verbal option. I do not remember any written option to him.

Q. Now, returning to the other proposition, let me ask you this question, Mr. Williams: If this conversation between you and Judge NORRIS did not occur before the Judiciary Committee investigating this matter?

I read from page 513 of the volume already referred to:

Mr. NORRIS. Mr. Williams, why was it that you gave Judge Archbald a half interest in this contract?
Mr. WILLIAMS. Why was it?
Mr. NORRIS. Yes.
Mr. WILLIAMS. Did I not have a right to give it?
Mr. NORRIS. Yes; I am not questioning that, but I ask you why you did it?
Mr. WILLIAMS. Because he was doing something for it—to help me to get it.
Mr. NORRIS. What was he doing beyond writing these letters?
Mr. WILLIAMS. That is all he done—to write the letters.
Mr. NORRIS. Did you have any idea that on account of his position he might have some influence that might be important in negotiating the deals?
Mr. WILLIAMS. Well, no; not exactly that, sir.
Mr. NORRIS. Tell the committee why it was in this assignment that you gave you referred to Judge Archbald as a silent party.
Mr. WILLIAMS. Tell them why?
Mr. NORRIS. Yes.
Mr. WILLIAMS. Only of the service he done to me in getting it.
Mr. NORRIS. Yes; but in this assignment you gave to Boland you referred to a silent party, which you say means Judge Archbald. Why was he not referred to by name? In other words, why was it kept a secret that Judge Archbald was the party? What purpose did you have in view in withholding his name?
Mr. WILLIAMS. I do not know. I thought maybe that it was not lawful.

Did you swear that before the Judiciary Committee?—A. Yes, sir.

Q. Is it still so?—A. Yes.

Q. Did you say "yes" or "no"?—A. "Yes."

Q. Now, Mr. Williams, when you went back to the judge after the first time you applied to Mr. May for this option and he (May) refused or declined to let you have it did not the judge say "I will go to New York and see Brownell, and I may be able to do him some hurt for refusing such a small favor"? I will ask if you did not swear that before the Judiciary Committee?—A. I forget whether I did or not. I do not remember that I said that, but I said that he was going to New York; yes, sir.

Q. But did he not say that he had some cases, the lighterage cases, on his desk at that time?—A. No, sir. It was I who said that.

Q. Did you not swear that the judge pointed to some lighterage cases on his desk and you did not know what a lighterage case was?—A. Yes; I asked him what lighterage meant.

Q. Did you not swear before the committee that the judge said "I will go to New York and see Brownell, and I may be able to do him some hurt for refusing such a small favor"? Did you not swear that before the Judiciary Committee?—A. No, sir; I do not remember saying that. I do not know whether I did or not say that.

Q. I will ask you if you did not swear it before the committee?—A. I do not remember.

Q. Is it not a fact that you did say that the judge said "I will go to New York and see Brownell and I may be able to do him some injury," and when you came to explain who "him" meant you said the judge did not mean Brownell, but meant May? Is that not what you swore before the committee?—A. I do not remember.

Q. I ask you now if you do not remember the judge did say that and you explained that he did not mean to hurt Brownell but to hurt May? Is not that true; did you not swear that before the committee?

Mr. WORTHINGTON. I think that the witness ought to understand whether he is being asked whether it is true or whether he swore to that before the committee. Both questions are being put to him.

Mr. Manager WEBB. I am asking, first, whether he swore to that before the committee. You understand that?

Mr. WORTHINGTON. You say I understand it?

Mr. Manager WEBB. I referred to Mr. Williams.

The WITNESS. I guess I did.

Q. (By Mr. Manager WEBB.) If you swore to it, it is true, is it not?—A. Yes, sir.

Q. Because that was nearer to the time of the transaction than the present day. I ask you if, when the judge came back from New York, he told you that he had seen Brownell, and for you to go to Mr. May and get that option; that Mr. May thought a great deal of you and liked you very much?—A. No; not in that way.

Q. Tell how it occurred, then.—A. The judge did not tell me that. He said, "I met Capt. May, and he told me to tell you to come up and get it." That is what he told me.

Q. May told the judge to tell you to come up?—A. Yes, sir.

Q. And the judge did tell you?—A. Yes.

Q. And he told you that Mr. May liked you very much?—A. Yes; he did.

Q. And in response to the judge's suggestion to go and get it you did go to May and get it?—A. I got it; yes.

Q. That was after the judge had returned from New York and told you he had seen Brownell; that is correct, is it not?—A. Yes, sir.

Q. Then Mr. May had changed his attitude about the proposition between the first time you saw him and the last time, because he finally did agree to give you the option. Is not that right?—A. He gave me the option.

Q. When you went to see him about it first, would he talk to you about the matter?—A. Oh, yes; he talked to me.

Q. Did he not decline to give you any satisfaction?—A. He declined to give it to me.

Q. He declined to give you any satisfaction and talked to you pretty gruff, did he not?—A. Yes, sir. I told him I had a lease for all the culm that was mined from Forest City to Moosic in one lease, and he remembered it all right.

Q. Do you know whether Mr. May went to New York sometime in August after you saw him?—A. No, sir; I do not know anything about Mr. May's movements.

Q. Do you know Jim Dainty?

Mr. Manager WEBB. This is article 6 we are now entering upon, Mr. President.

A. Yes, sir.

Q. (By Mr. Manager WEBB.) State whether you ever took Jim Dainty to the judge for the purpose of getting the judge to assist Dainty in the sale of the Everhardt interests in a tract of land owned by the Lehigh Valley Railroad Co.; and if so, what part the judge played in that negotiation. Tell us about that.—A. I do not know much about that. I heard him telephoning to the manager of the Lehigh Valley——

Q. Before we get to that, please——A. (Interrupting.) And that is all I heard.

Q. How did you come to take Jim Dainty to the judge? Did you take Dainty to the judge?—A. I do not know whether Jim asked me to introduce him to the judge.

Q. Well, anyway, did you go with Dainty to the judge?—A. I did; yes.

Q. What was said between you and Dainty and the judge?—A. I introduced Dainty to the judge and he introduced the subject to him, and I went out.

Q. What was the subject?—A. The sale of one interest in the lease. The other interest had been sold to the Lehigh Valley.

Q. I understand the Lehigh Valley owned about four-fifths of a tract of land. Is that right?—A. Yes, sir.

Q. And the Everhart heirs owned the remaining one-fifth. Is that right?—A. Yes, sir.

Q. And that the railroad company wanted to buy this remaining one-fifth, but did not want to pay the price that the Everhart heirs had asked. Is that right?—A. They had refused until then.

Q. What did Dainty ask the judge to do when he went in?—A. He asked him to communicate with the manager.

Q. Who was the manager?—A. Mr. Warriner, or some name like that.

Q. Did he communicate then and there with him on the phone?—A. Yes, sir; and that is the last I know. I walked out and went downstairs. I do not know anything more about that.

Q. But what did you hear the judge say to Warriner?—A. Oh, just called him, and I did not hear what he talked about.

Q. Did you not swear before the committee that you heard him ask him if he would not pay this price?—A. I do not re-

member. Did I say that? I do not remember what I said about that.

Q. Why did you go out immediately that you took Dainty in to see the judge?—A. Because I had nothing to do with that.

Q. You introduced Dainty to the judge?—A. I introduced him; yes.

Q. What for? Why?—A. Jim told me what for.

Q. Why did you want Jim to know the judge in reference to the sale of this land to the railroad company?—A. Because the judge was acquainted with the Everharts, and he did that as a friendly act to——

Q. I will ask you again what the judge said to Mr. Warriner when he saw him?—A. I do not know what he said.

Q. Do you know when this was—what time last year or this year?—A. I do not remember what time.

Q. Was it a year ago? Was it in 1911?—A. Yes, sir; I think it was in 1911. I think it was before this year. I think it was over a year ago.

Q. Did Dainty tell the judge when you took him in that he had influence with the Everhart heirs, and if the judge would assist in selling this land to the railroad company he expected to get a lease of 324 acres of isolated coal land, in which he would give the judge an interest?

Mr. WORTHINGTON. Is it competent to ask the witness what took place between Dainty and the judge?

Mr. Manager WEBB. I did ask him if this occurred in the presence of the judge [to the witness], and I ask you again.

A. I do not remember whether Jim said that or not.

Q. (By Mr. Manager WEBB.) Was anything like that said?—A. Yes; there was something, but I do not remember how much land or how much coal was on the land. I do not think that Jim knew himself how much coal there was.

Q. Aside from the amount of coal and the number of acres, was that the conversation, that if the Everhart heirs sold to the railroad company the railroad company would lease to Dainty 324 or some number of acres of coal land isolated, and the judge would share in the profit of it?—A. I do not know.

Q. Was there something like that conversation before the judge?—A. I can not tell you about that, because I told you I went out right away.

Mr. Manager WEBB. I understood you to say a moment ago that you introduced Dainty to the judge.—A. I did introduce him.

Q. And told him the business he had with him?—A. I told him he knew the Everhart heirs; that he was acquainted with the Everharts.

Q. Dainty did?—A. I told the judge.

Q. That Dainty knew the Everharts?—A. That he was acquainted with the Everhart heirs; that he was friendly with them.

Q. Then did you hear Dainty ask the judge to help him sell the Everhart interest to the railroad company?—A. I just heard that and that is all. I went out.

Q. You heard that much?—A. Yes, sir.

Q. You saw the judge immediately take up the telephone and call Warriner, did you not?—A. Yes, sir.

Q. You said a while ago you saw him take up the telephone and call Warriner, the general manager?—A. I did.

Q. How far does Warriner have his office from the judge?—A. At Wilkes-Barre.

Q. Eighty miles?—A. Twenty miles.

Q. Twenty miles away? You introduced Dainty in the judge's office, and this transaction took place there?—A. Yes, sir.

Q. Did you tell Dainty that you could tell him a man who would help him make that sale?

Mr. WORTHINGTON. I object to that, Mr. President.

Mr. Manager WEBB. If there is going to be an objection I will withdraw it.

Mr. WORTHINGTON. I certainly do object to trying to influence against Judge Archbald by producing what people outside of his presence may have said, which was not communicated to him.

Q. (By Mr. Manager WEBB.) Was there anything said in this conversation between Judge Archbald and Dainty and you about the Everhart heirs wanting $20,000 more for the land than the railroad company wanted to pay?—A. I do not remember about the amount. I do not remember.

Q. I will ask you if you did not say to Dainty, in the presence of the judge, that the judge was the only man you knew in Scranton who could effectuate or effect that sale?—A. I guess I did.

Q. I will ask you if you did swear that from the conversation you gathered in the presence of the judge the judge was to act as negotiator with the Everharts and the Lehigh Railroad Co. for the sale of this tract of land to them?—A. Yes, sir.

Q. You said that?—A. Yes, sir.

Q. I will ask you if you know Thomas Darling?—A. I met him once; that is all.

Q. Is he an attorney for the Lehigh Valley Railroad Co.?—A. He is.

Q. Have you ever seen him practice law before Judge Archbald's court?—A. No; I never have.

Q. Mr. Williams, I ask you if you did not swear before the committee that you had seen him often in cases before the judge's court?—A. I never seen him only as I went to see him with that letter to his office in Wilkes-Barre.

Q. You know he is a lawyer representing the Lehigh Valley Railroad Co.?—A. I know he is a lawyer. That is all I know about him.

Q. How do you know that he represents the Lehigh Valley Railroad Co.?—A. I did not know it. I did not think he was a lawyer of the Lehigh Valley.

Q. Did you ever have any dealing with him besides this letter which you carried from Judge Archbald?—A. No; I never had any dealing with him. I was a perfect stranger to Darling.

Q. Look at this letter [exhibiting], please, and see if that is the one that you carried to Mr. Darling.—A. I do not know, because I did not open the letter.

Mr. WORTHINGTON. Under what article of impeachment is that offered in evidence, may I ask?

Mr. Manager WEBB. I think it is covered in article 13.

Mr. WORTHINGTON. If it is offered only under the thirteenth article, we object to it.

Q. (By Mr. Manager WEBB.) Do you know Judge Archbald's handwriting? I believe you said you did. Is that it [presenting letter]?—A. (Examining letter.) Yes, sir.

Mr. Manager WEBB. I should like the Secretary to read this letter, Mr. President.

The PRESIDENT pro tempore. It is offered in evidence?

Mr. Manager WEBB. It is offered in evidence.

The PRESIDENT pro tempore. The Secretary will read the letter.

The Secretary read as follows:

(United States Commerce Court, Washington.)

SCRANTON, *August 3.*

THOS. DARLING, Esq.

MY DEAR DARLING: This will introduce Mr. Edward Williams, of this city, who wishes to talk with you about the purchase of a culm dump which you control. Mr. Williams is a coal man of experience and is in touch with parties who are able to handle the dump if you are inclined to dispose of it.

Yours, very truly,

R. W. ARCHBALD.

Mr. Manager WEBB. Let the Secretary read the heading.

The SECRETARY. I did read the heading.

Mr. Manager WEBB. Read it again.

The Secretary read as follows:

United States Commerce Court, Washington.
Scranton, August 3.

Mr. WORTHINGTON. I do not care to insist on the objection until it is offered under the thirteenth article. What we have to say about that may be reserved.

Mr. Manager WEBB. I am not confined to any particular article in this particular evidence, of course. We think the letter is entirely competent. [To the witness:] Mr. Williams, the judge says here that "Mr. Williams is a coal man of experience and is in touch with parties who are able to handle the dump." Do you know whom you were in touch with then who was able to handle this dump if you could buy it? Did he refer to himself?—A. No.

Q. To whom did he refer, then?—A. I do not know. That was my business, sir.

Q. Exactly.—A. Exactly; yes, sir.

Q. He says you are in touch with coal men who would be able to handle the dump. To whom does he refer as the persons you were in touch with to handle the dump?—A. I do not know. I know all the coal men myself—all the coal operators. I am well acquainted with them.

Q. Before you got this letter from the judge did you tell him that you were going to give him an interest in it?—A. No; I did not say anything to him about that. I never talked about that.

Q. How is that?—A. No.

Q. How did you come to get this letter from Judge Archbald?—A. I went to see him about Darling. I did not know that Darling was a Lehigh Valley lawyer.

Q. We will leave that out. Why did you go to the judge to get this letter to Darling?—A. Well, because he was friendly; that is, I knew he was friendly with Darling.

Q. You knew he was friendly with him. Is that all you have to say?—A. Yes.

Q. Did you tell him when he wrote the letter that you intended to give him half of it if you got the dump?—A. I do not remember telling him.

Q. I ask you if, on page 547 of the hearings before the Judiciary Committee, you did not swear this in response to Mr. NORRIS's questions:

Mr. NORRIS. Did you intend to give him a half interest in it if you got it from Darling?
Mr. WILLIAMS. I intended to give him an interest; yes, sir.
Mr. NORRIS. You did?
Mr. WILLIAMS. Yes, sir.
Mr. NORRIS. Did you ever tell him that?
Mr. WILLIAMS. Yes, sir; I did.
Mr. NORRIS. When did you tell him that?
Mr. WILLIAMS. Before I went I told him that.
Mr. NORRIS. You told him before you got the letter, did you? Is that right?
Mr. WILLIAMS. Yes, sir.

Did you swear that before the Judiciary Committee?

Mr. WORTHINGTON. Mr. WEBB, I think you are making a mistake there. That relates to the Katydid dump and not the Darling transaction.

Mr. Manager WEBB. I beg your pardon, Mr. Worthington; that is a difference in construction. The leading question was, Did you intend to give him a half interest in it if you got it from Darling? and the subsequent question——

The WITNESS. Never anything come out of that.

Q. (By Mr. Manager WEBB.) I understand; but did you tell the judge that if you got the dump you would give him a half interest?—A. Yes, sir.

Q. That is so?—A. Yes; I intended——

Q. You told him that you intended to do it?—A. Yes, sir.

Mr. Manager WEBB. Under article 9, Mr. President, I wish to examine the witness now. [To the witness.] Mr. Williams, how long have you known Judge Archbald?

A. For over 30 years.

Q. Are you a man of any financial means?—A. I was some time ago; not now.

Q. Were you last year? Were you a year ago?—A. No; I was not a year ago.

Q. Were you four years ago?—A. Yes, sir.

Q. What did you have four years ago in the way of property?—A. Four, five, or six thousand dollars.

Q. Six thousand dollars?—A. About $6,000.

Q. What has been your business since you came to this country?—A. Coal.

Q. A miner and operator?—A. A miner. I know every part of mining, making leases.

Q. You have been all through it?—A. Yes, sir.

Q. Making leases and options?—A. I have made leases. I have made leases for the Delaware, Lackawanna & Western. I made leases for different people.

Q. Did you ever have a conversation with the judge in which you induced him to join you in a Venezuelan venture, to buy an option on a million acres of land in Venezuela, and in that conversation or transaction the judge gave you a $500 note, or gave a $500 note to John Henry Jones, indorsed by him and yourself?—A. He did not give it to me.

Q. Now state all about it.—A. We got papers from Venezuela. We had just got the option from there and we had been negotiating for quite awhile. I seen every letter that came from Deman Santo, the consul there from Spain. He told us to send a man down there, that there was some valuable property there, and we could get an option on it, iron ore, copper, and very valuable timberland. So I gave the first money to go down there and got the option on the million acres right on the Orinoco River—what is the line through the country going up to Brazil.

Q. Now come down to the transaction between you and the judge and John Henry Jones, please.—A. After we got the option I told the judge about it, and he said, "I would like to see those papers. Will you let me see them?" I said, "Yes." John brought them over the next day.

Q. John who?—A. John Henry Jones.

Q. All right. Proceed.—A. And he showed them to the judge, and the judge said they were first-class papers, all right.

Q. Well, proceed, please.—A. He would like to invest some money in them. He said he would give a note to John. This was to go to London to pay expenses to negotiate to sell the land.

Q. Did he agree to take an interest in the option?—A. Yes, sir.

Q. What interest was he to have—one-third and you one-third? Did you say yes or no?—A. Yes, sir.

Q. What interest did Jones have?—A. The same.

Q. One-third?—A. For his services. He put nothing in it. He did not put any money in it.

Q. What did the judge pay for his one-third interest; and did he give a note for it or not?—A. A note.

Q. Do you know whom the note was payable to?—A. John Henry Jones.

Q. How much was the note?—A. $500. The Providence Bank cashed it.

Q. Wait a minute. You are going too fast. Who indorsed that note?—A. The judge indorsed it. I indorsed it.

Q. Did the judge indorse it?—A. Yes, sir.

Q. Who drew it?—A. The judge, I think.

Q. That is, did he write it himself?—A. I think he did.

Q. Do you know when that was?—A. I could not say exactly the date.

Q. Was it four years ago?—A. About that.

Q. At that time did you know that the Marian Coal Co. was party defendant in a suit before Judge Archbald, in which Peale was plaintiff?—A. I do not think they were fighting yet. I do not think they were.

Q. Do you not know?—A. I do not think there was a case on at all.

Q. Do you not know that Mr. Peale had sued the Marian Coal Co.?—A. I know all about Peale, but I do not think that that case had been started at that time.

Q. Leave that out. Do you know the Bolands own the principal stock of the Marian Coal Co., William P. Boland and Christopher G. Boland?—A. I do, very well. I have good reason to know it.

Q. When that note was drawn did you take it to C. G. Boland to have it discounted?—A. I did; yes ,sir.

Q. Did you tell the judge that you were going to take it to Boland?—A. I think I did; but he said "Take it where you like; I do not care where you take it." He did not induce me to go there.

Q. I understand that. When the note was drawn the next question was to get it discounted, was it not?—A. Yes.

Q. And you told the judge that you were going to carry it to C. G. Boland for discount, and he told you to take it where you pleased?—A. Yes, sir.

Q. You took it to C. G. Boland and he declined to discount it?—A. He kept it for two days, sir.

Q. And declined to discount it?—A. And he never said anything about litigation, because there was no litigation——

Q. I am not asking you about that, Mr. Williams. We will show that later. He did not discount it?—A. No, sir; he did not.

Q. And what did you do with the note?—A. I went to the Merchants & Mechanics' Bank with it.

Q. Did you get it discounted there?—A. I did not. I brought it back to John Henry Jones, and he went up to the Providence Bank and got Von Storch, the president of the bank, to cash it.

Mr. Manager WEBB. I will state, Mr. President, that the note in question is a commercial paper, and we will be able to produce it a little later and introduce it in connection with this testimony. It is now in the bank.

Q. (By Mr. Manager WEBB.) Has that note ever been paid—the note drawn then?—A. No; it is partly paid; I do not know how much of it is paid.

Q. What part of it has been paid?—A. It is partly paid.

Q. How much—what part?—A. I do not know; it is none of my business to know.

Q. Do you know how much of that note has been paid during the last four years since it was made?—A. No, sir; I do not know. Only the first time I indorsed it, and I do not know anything about it.

Q. You indorsed it the first time. Have you not indorsed it since?—A. No, sir.

Q. Has it been renewed every four months since originally made?—A. Yes, sir; and they paid so much; but whether it is paid in full or not I can not say.

Q. You do not mean to say you did not indorse it, Mr. Williams? Did you not indorse it every time?—A. No, sir; not after that.

Q. Did you not indorse it on the 6th of last May in the judge's office, with Jones present?—A. I indorsed it once, I think, and that is all. He never asked me to indorse it.

Q. He did not ask you to indorse it? Did you take it to any other private citizen except Boland?—A. What?

Q. Did you take that note for discount to any other private party except Boland?—A. No, sir; not any person. I never asked anybody.

Q. After Boland had declined to discount it did you subsequently tell him that he had made a mistake in not discounting the judge's note?—A. No; I did not tell him that. He says that I said that; that he would save all expense; but I never said such a thing to him, sir, never.

Q. Did you ever sign a statement to that effect?—A. No, sir; I never signed a statement to that effect. I would be crazy—I am mad enough now—but would be crazier than a bug, sir, if I said such a thing as that, because this man never told me such a thing, and how could I say it?

Q. Let me refresh your memory. Do you not know that a man by the name of John W. Peale had sued the Marian Coal Co. in Judge Archbald's court; that he had secured an injunction and taken an account, and that that suit was pending in the judge's court when this note was made?—A. I do not know such a thing. I did not know that case was on.

Q. You were in the judge's office very frequently, were you not?—A. Yes, sir.

Q. And did you not know something about the suits pending in the district court there?—A. I knew about it when it came on to trial; but I did not think it was on then.

Q. You do not think it was on then?—A. In 1909, was it not——

Q. Well, 1909?—A. This note was made, was it not, and in 1910 or 1911 that suit came on.

Q. The suit was determined then, but I am asking you if the suit was not pending?—A. No; it was determined in 1912.

Q. When were you subpœnaed to come down to the hearing before the Judiciary Committee? Was it Sunday, May 4?—A. Yes; it was on Sunday.

Q. Where were you on Monday next following? Where did you go?—A. I do not know.

Q. I ask you if you did not go to the judge's office immediately after you were subpœnaed to come here in the investigation before the Judiciary Committee of the House?—A. I do not remember.

Q. What, Mr. Williams?—A. I do not remember.

Q. Perhaps I can refresh your memory. I ask if you did not go to the judge's office to tell him you wanted to get the money to come down here; that John Henry Jones was there; that you renewed this very $500 note we have been talking about; that Jones took it back and the bank renewed it; and that you told the judge you would meet him at the depot, and he did meet you there and bought your ticket?—A. Yes; I know that.

Q. Did you go to the judge's office on Monday morning after you were subpœnaed on Sunday?—A. I forget; I do not remember.

Q. Speak a little louder, please, sir.—A. I do not remember whether I did or not; I do not remember about that.

Q. I ask you, then, if you did not swear before the Judiciary Committee of the House that you did go to Judge Archbald on the Monday following your subpœna on Sunday, and ask him for the money to come to Washington, and he told you he would meet you at the depot and give you a ticket, and he did do it?—A. Well, I do not remember that; but I did get the ticket anyhow.

Q. Did you go to Judge Archbald's office on Monday morning after you were subpœnaed on Sunday? You can answer that question.—A. Well, all I remember—I remember that I got the ticket. I do not remember that I went there on Monday.

Q. Do you remember seeing John Henry Jones in the judge's office?—A. No; I do not.

Q. Where did you get the ticket and from whom?—A. In the depot.

Q. From whom?—A. From the judge.

Q. How did you know that the judge was going to be at the depot?—A. I went there at the same time.

Q. How did you know that the judge was going to be at the depot if you had not seen him before that time?—A. I seen him going there.

Q. Had you not seen him in his office in the morning?—A. No; I did not go up with him from the office. I met him on the street.

Q. You met him on the street. What did you tell him?—A. I told him that I had no money to go down.

Q. Did you tell him that you were subpœnaed to come down here and testify against him?—A. To testify in this thing, anyhow.

Q. And at the depot he gave you the money, or rather the ticket, to come down here with?—A. He gave me the ticket; no money.

Q. You did not have money enough to come on?—A. No, sir; I did not.

Q. Where were all these transactions between you and Dainty and you and the judge about the Katydid dump and the Darling transaction had—in the judge's office in Scranton?—A. Some of them.

Q. Where were the others had?—A. It was those three, anyhow.

Q. Those three. Is the judge's office in the Federal building in Scranton?—A. Yes, sir.

Q. How often have you been in the judge's office during the last two years do you suppose?—A. Oh, very often; about three or four times a week maybe.

Q. Did you come down to Washington in February and testify in this Katydid matter?—A. What?

Q. Did you come to Washington on or about February 21, 1912, and testify before another tribunal, other than the Judiciary Committee, about this matter?—A. Yes.

Q. That was some time in February?—A. Yes.

Q. When you went back home did you tell the judge that you had testified down here?—A. What?

Q. When you went back to Scranton did you tell the judge that you had come down here and made this statement?—A. I did; yes.

Q. You say you did?—A. Yes.

Q. How long was it after you returned to Scranton that you told him that you had been down here?—A. I do not remember how long it was—whether it was the next day or whether it was in a week; I could not say.

Q. At any rate, immediately after you testified before the Attorney General?—A. I do not know.

Q. You did go back to Scranton and tell the judge about it?—A. I did tell him; yes.

Mr. CLARK of Wyoming. Mr. President, the Senate has now been in session since 12 o'clock. I doubt from the course of the examination whether this witness can conclude his testimony this evening; and, if it is entirely agreeable to the managers on the part of the House, I should like to make a motion that the Senate sitting as a Court of Impeachment do now adjourn.

Mr. Manager WEBB. I will say, Mr. President, that that is entirely agreeable to the managers.

The PRESIDENT pro tempore. The Senator from Wyoming moves that the Senate sitting as a Court of Impeachment do now adjourn.

The motion was agreed to, and (at 5 o'clock and 30 minutes p. m.) the Senate sitting as a Court of Impeachment adjourned.

The managers on the part of the House and the respondent and his counsel withdrew from the Chamber.

Mr. GALLINGER. I move that the Senate adjourn.

The motion was agreed to, and (at 5 o'clock and 31 minutes p. m.) the Senate adjourned until to-morrow, Thursday, December 5, 1912, at 12 o'clock meridian.

HOUSE OF REPRESENTATIVES.

WEDNESDAY, *December 4, 1912.*

The House met at 12 o'clock noon.

The Chaplain, Rev. Henry N. Couden, D. D., offered the following prayer:

O Thou who art the life and light of men, the inspiration of every great thought, noble deed, and honest endeavor in the fields of activity which lead on to the higher and better forms of life, inspire us, quicken our activities, that we may be worthy sons of the living God, and leave behind us a record worthy of emulation, and merit at last Thine approbation, for Thine is the kingdom and the power and the glory forever. Amen.

The Journal of the proceedings of yesterday was read and approved.

DEATH OF SENATOR HEYBURN.

Mr. FRENCH. Mr. Speaker, I offer the following resolution and move its adoption.

The SPEAKER. The Clerk will report the resolution.

The Clerk read as follows:

House resolution 730.

Resolved, That the House of Representatives has heard with profound sorrow of the death of the Hon. WELDON BRINTON HEYBURN, late a Senator from the State of Idaho.

Resolved, That the Clerk be directed to communicate these resolutions to the Senate and transmit a copy thereof to the family of the deceased Senator.

The question was taken, and the resolution was unanimously agreed to.

CALENDAR WEDNESDAY.

The SPEAKER. This is Calendar Wednesday, and on the last Calendar Wednesday when the House adjourned the situation was this: What is known as the Crago pension bill for widows and children of Spanish veterans, H. R. 17470, had been reported favorably from the committee, and the gentleman from Georgia [Mr. RODDENBERY] had made a motion to recommit it with instructions; and on the motion to recommit on a viva voce vote the motion to recommit was lost. Thereupon the gentleman from Georgia made the point of no quorum. There

was a call of the House, and, no quorum appearing, the House adjourned and left it in that condition. The first thing is to take a vote on the motion to recommit de novo. The Clerk will read the motion to recommit with instructions.

The Clerk read as follows:

Moved to recommit H. R. 17470, a bill to pension widow and minor children of any officer or enlisted man who served in the War with Spain or Philippine insurrection, to the Committee on Pensions, with instructions to said committee to report the same back with the following amendments:

Amend, on page 2, by adding in line 19 after the colon the following: "*Provided further*, That no widow or child as aforesaid shall be construed to have a pensionable status under this act unless it is affirmatively shown that the deceased husband or father—being an officer or enlisted man—was during the said War with Spain or the Philippine insurrection actually engaged in or present and exposed to danger in one or more battles or skirmishes."

Mr. CULLOP. Mr. Speaker, a parliamentary inquiry.

The SPEAKER. The gentleman will state it.

Mr. CULLOP. I would like to ask if the motion to recommit was not lost and so declared by the Chair?

The SPEAKER. It was lost on the viva voce vote.

Mr. CULLOP. And that a roll call was demanded on the passage of the bill?

The SPEAKER. You can not recommit if anybody raises the point of no quorum present; that ends the whole business.

Mr. CULLOP. Had not that stage of the proceedings been passed and the point of no quorum made on the passage of the bill?

The SPEAKER. Oh, no; the motion to recommit was made properly at the right time.

Mr. CULLOP. The inquiry I was making was if that had not been voted down and the Chair had so declared, and the point of no quorum was not made on that proposition?

The SPEAKER. The gentleman from Indiana is mistaken about the facts. The question is on the motion to recommit with instructions.

The question was taken, and the Chair announced the noes seemed to have it.

Mr. RODDENBERY. Division, Mr. Speaker.

The House divided; and there were—ayes 3, noes 101.

Mr. RODDENBERY. Mr. Speaker, I make the point of order that there is no quorum present.

The SPEAKER. The gentleman from Georgia makes the point of order that there is no quorum present, and evidently there is not. The Doorkeeper will close the doors, the Sergeant at Arms will notify absentees, and the Clerk will call the roll.

The question was taken; and there were—yeas 25, nays 252, answered "present" 3, not voting 110, as follows:

YEAS—25.

Beall, Tex.	Evans	Oldfield	Stephens, Miss.
Burleson	Faison	Roddenbery	Stephens, Tex.
Callaway	Garrett	Saunders	Townsend.
Candler	Harrison, Miss.	Sheppard	Tribble
Clark, Fla.	Hughes, Ga.	Sisson	
Dies	Jacoway	Slayden	
Doughton	Macon	Smith, Tex.	

NAYS—252.

Adair	Copley	French	Jones
Ainey	Covington	Fuller	Kahn
Akin, N. Y.	Cox, Ind.	Gallagher	Kendall
Alexander	Crago	Gardner, Mass.	Kennedy
Allen	Crumpacker	Gardner, N. J.	Kent
Anderson	Cullop	Garner	Kindred
Andrus	Curley	George	Kinkaid, Nebr.
Anthony	Curry	Gill	Kinkead, N. J.
Ashbrook	Dalzell	Gillett	Kitchin
Austin	Danforth	Godwin, N. C.	Konig
Barchfeld	Daugherty	Goeke	Konop
Barnhart	Davis, Minn.	Goldfogle	Korbly
Bartholdt	Davis, W. Va.	Good	Lafean
Bartlett	De Forest	Green, Iowa	Lafferty
Berger	Dent	Greene, Mass.	La Follette
Blackmon	Dickinson	Griest	Lamb
Boehne	Dixon, Ind.	Gudger	Langham
Booher	Dodds	Hamilton, Mich.	Langley
Borland	Donohoe	Hamlin	Lawrence
Bowman	Doremus	Hanna	Lee, Ga.
Brantley	Draper	Hardwick	Lee, Pa.
Browning	Driscoll, D. A.	Hardy	Lenroot
Buchanan	Dupré	Hart	Lever
Bulkley	Dyer	Hartman	Levy
Burgess	Edwards	Hawley	Lewis
Burke, Pa.	Ellerbe	Hayden	Lindbergh
Burke, S. Dak.	Esch	Heald	Linthicum
Burke, Wis.	Estopinal	Heflin	Littlepage
Butler	Farr	Helgesen	Lloyd
Byrnes, S. C.	Fergusson	Helm	Lobeck
Byrns, Tenn.	Ferris	Henry, Tex.	Longworth
Calder	Fields	Hinds	McCall
Campbell	Fitzgerald	Holland	McCoy
Cannon	Flood, Va.	Houston	McDermott
Cantrill	Floyd, Ark.	Howland	McGillicuddy
Carlin	Fordney	Hull	McKellar
Claypool	Fornes	Humphrey, Wash.	McKenzie
Clayton	Foss	Humphreys, Miss.	McKinney
Cline	Foster	James	McLaughlin
Conry	Fowler	Johnson, Ky.	McMorran
Cooper	Francis	Johnson, S. C.	Madden
Maguire, Nebr.	Patton, Pa.	Russell	Switzer
Maher	Payne	Sabath	Taggart
Matthews	Peters	Scott	Talbott, Md.
Mays	Pickett	Scully	Talcott, N. Y.
Merritt	Plumley	Shackleford	Taylor, Ala.
Mondell	Post	Sherley	Thistlewood
Moon, Tenn.	Powers	Sherwood	Tilson
Moore, Pa.	Pray	Sims	Towner
Moore, Tex.	Prince	Sloan	Tuttle
Morgan, La.	Prouty	Small	Underhill
Morgan, Okla.	Pujo	Smith, J. M. C.	Vare
Murdock	Raker	Smith, N. Y.	Volstead
Murray	Randell, Tex.	Sparkman	Watkins
Needham	Rauch	Speer	Webb
Neeley	Redfield	Stedman	Whitacre
Nelson	Reilly	Steenerson	White
Norris	Riordan	Stephens, Cal.	Wilder
Nye	Roberts, Mass.	Stephens, Nebr.	Willis
Olmsted	Rodenberg	Sterling	Wilson, Ill.
Padgett	Rothermel	Stone	Wood, N. J.
Page	Rouse	Sulzer	Young, Kans.
Palmer	Rucker, Colo.	Sweet	Young, Mich.

ANSWERED "PRESENT"—3.

Burnett	Carter	Mann

NOT VOTING—110.

Adamson	Gould	Littleton	Rucker, Mo.
Aiken, S. C.	Graham	Loud	Sells
Ames	Gray	McCreary	Sharp
Ansberry	Greene, Vt.	McGuire, Okla.	Simmons
Ayres	Gregg, Pa.	McHenry	Slemp
Bates	Gregg, Tex.	McKinley	Smith, Saml. W.
Bathrick	Guernsey	Martin, Colo.	Smith, Cal.
Bell, Ga.	Hamill	Martin, S. Dak.	Stack
Bradley	Hamilton, W. Va.	Miller	Stanley
Broussard	Hammond	Moon, Pa.	Stevens, Minn.
Brown	Harris	Morrison	Sulloway
Cary	Harrison, N. Y.	Morse, Wis.	Taylor, Colo.
Collier	Haugen	Moss, Ind.	Taylor, Ohio
Cox, Ohio	Hay	Mott	Thayer
Cravens	Hayes	O'Shaunessy	Thomas
Currier	Henry, Conn.	Parran	Turnbull
Davenport	Hensley	Patten, N. Y.	Underwood
Davidson	Higgins	Pepper	Vreeland
Denver	Hill	Porter	Warburton
Dickson, Miss.	Hobson	Pou	Wedemeyer
Difenderfer	Howard	Rainey	Weeks
Driscoll, M. E.	Howell	Ransdell, La.	Wilson, N. Y.
Dwight	Hughes, W. Va.	Rees	Wilson, Pa.
Fairchild	Jackson	Reyburn	Witherspoon
Finley	Knowland	Richardson	Woods, Iowa
Focht	Kopp	Roberts, Nev.	Young, Tex.
Glass	Legare	Robinson	
Goodwin, Ark.	Lindsay	Rubey	

The Clerk announced the following pairs:

For the session:

Mr. HOBSON with Mr. FAIRCHILD.

Mr. ADAMSON with Mr. STEVENS of Minnesota.

Mr. LITTLETON with Mr. DWIGHT.

Mr. FORNES with Mr. BRADLEY.

Until further notice:

Mr. AIKEN of South Carolina with Mr. AMES.

Mr. ANSBERRY with Mr. BATES.

Mr. BATHRICK with Mr. MCCREARY.

Mr. FINLEY with Mr. CURRIER.

Mr. BELL of Georgia with Mr. MOTT.

Mr. COLLIER with Mr. WOODS of Iowa.

Mr. BROUSSARD with Mr. CARY.

Mr. COX of Ohio with Mr. DAVIDSON.

Mr. DAVENPORT with Mr. MICHAEL E. DRISCOLL.

Mr. DIFENDERFER with Mr. FOCHT.

Mr. GOODWIN of Arkansas with Mr. GREENE of Vermont.

Mr. GLASS with Mr. SLEMP.

Mr. GRAHAM with Mr. GUERNSEY.

Mr. GRAY with Mr. HAUGEN.

Mr. GREGG of Pennsylvania with Mr. HENRY of Connecticut.

Mr. GREGG of Texas with Mr. HILL.

Mr. HAMILL with Mr. HIGGINS.

Mr. HAMMOND with Mr. HOWELL.

Mr. HENSLEY with Mr. HARRIS.

Mr. HARRISON of New York with Mr. HUGHES of West Virginia.

Mr. HAY with Mr. KNOWLAND.

Mr. HOWARD with Mr. JACKSON.

Mr. LEGARE with Mr. LOUD.

Mr. MOSS of Indiana with Mr. MCGUIRE of Oklahoma.

Mr. O'SHAUNESSY with Mr. MARTIN of South Dakota.

Mr. PATTEN of New York with Mr. MILLER.

Mr. PEPPER with Mr. MOON of Pennsylvania.

Mr. POU with Mr. PORTER.

Mr. RAINEY with Mr. MCKINLEY.

Mr. RANSDELL of Louisiana with Mr. ROBERTS of Nevada.

Mr. ROBINSON with Mr. REYBURN.

Mr. RUBEY with Mr. SELLS.

Mr. RUCKER of Missouri with Mr. SIMMONS.

Mr. SHARP with Mr. SAMUEL W. SMITH.

Mr. STANLEY with Mr. SULLOWAY.

Mr. TAYLOR of Colorado with Mr. SMITH of California.

Mr. TURNBULL with Mr. VREELAND.

Mr. THOMAS with Mr. TAYLOR of Ohio.
Mr. WILSON of New York with Mr. WARBURTON.
Mr. YOUNG of Texas with Mr. WEEKS.
Mr. UNDERWOOD with Mr. MANN.
For the vote:
Mr. WITHERSPOON (for recommitting) with Mr. BROWN (against).
For the day:
Mr. MORRISON with Mr. WEDEMEYER.
Until December 6:
Mr. DENVER with Mr. HAYES.

The SPEAKER. On this vote the yeas are 25, the nays 252, a quorum. The Doorkeeper will open the doors. The motion to recommit is rejected, and the question now is on the passage of the bill.

The question was taken, and the bill was passed.

On motion of Mr. CRAGO, a motion to reconsider the vote by which the bill was passed was laid on the table.

MEMBERS' ELEVATOR, HOUSE OF REPRESENTATIVES.

The SPEAKER. The Chair desires to make to the House a statement in which all the Members are interested. There has been much complaint about persons who are not Members of Congress coming up in the elevator in the southeast corner. Members complain that they can not get over here from the House Office Building in time to vote, and it is a very serious discommoding and might interrupt the public business. So last summer the Chair ordered the elevator men not to allow anybody except Members to come up in that elevator. They did not pay much attention to it, so the Chair issued an order to them this morning not to let anybody travel up and down in that elevator except Members of the House and the newspaper men, because the newspaper men have to come up that way or else go clear around the Hall of the House to the southwest corner.

That order can only be enforced by the Members of the House assisting the Speaker in enforcing it. It will not be properly enforced if they undertake to bully the elevator men to let other people in with them, for of course the elevator men are afraid of being discharged on complaint. The only way to enforce that order for the benefit of Members is for the Members to help the Speaker enforce it. For himself the Speaker will say that he will direct his family, when they come up, to come up in one of these other elevators [applause], and the Chair requests Members to do the same.

CALL OF COMMITTEES.

The SPEAKER. The Clerk will call the next committee.

The Clerk proceeded with the call of committees.

ALLEGATION AND PROOF OF LOYALTY IN CERTAIN CASES.

Mr. WATKINS (when the Committee on the Revision of the Laws was reached). I am instructed, Mr. Speaker, by the Committee on the Revision of the Laws to ask consideration of the bill H. R. 16314, to amend section 162 of the act to codify and amend the laws relating to the judiciary, approved March 3, 1911.

The SPEAKER. The Clerk will report the bill.

The Clerk read as follows:

A bill (H. R. 16314) to amend section 162 of the act to codify, revise, and amend the laws relating to the judiciary, approved March 3, 1911.

Be it enacted, etc., That section 162 of the act to codify, revise, and amend the laws relating to the judiciary, approved March 3, 1911, be amended and reenacted so as to read as follows:

"SEC. 162. The Court of Claims shall have jurisdiction to hear and determine the claims of those whose property was taken subsequent to June 1, 1865, under the provisions of the act of Congress approved March 12, 1863, entitled 'An act to provide for the collection of abandoned property and for the prevention of frauds in insurrectionary districts within the United States,' and acts amendatory thereof where the property so taken was sold and the net proceeds thereof were placed in the Treasury of the United States; and the Secretary of the Treasury shall return said net proceeds to the owners thereof, on the judgment of said court, and full jurisdiction is given to said court to adjudge said claims, any statutes of limitations to the contrary notwithstanding: *Provided*, That no allegation or proof of loyalty shall be required in the presentation or adjudication of such claims."

With a committee amendment.

Mr. MANN. Mr. Speaker, I make the point of order that this bill should be on the Union Calendar instead of on the House Calendar.

The SPEAKER. The gentleman will state why he thinks that.

Mr. MANN. The bill is an amendment to the judiciary title in reference to the jurisdiction of the Court of Claims, and among other things it provides that "the Secretary of the Treasury shall return said net proceeds to the owners thereof on the judgment of said court," which is an indirect appropriation of money out of the Treasury. Under the rules of the House the bill must be considered in the Committee of the Whole House on the state of the Union. I have no objection to the consideration of the bill to-day if it be considered in that way.

The SPEAKER. The Chair thinks that the point of the gentleman is well taken, and the bill will be transferred to the Union Calendar.

Mr. WATKINS. Mr. Speaker, I ask unanimous consent to consider it in the House as in Committee of the Whole.

The SPEAKER. The gentleman from Louisiana asks unanimous consent to consider this bill in the House as in Committee of the Whole.

Mr. MANN. I would prefer to have the gentleman make a motion to go into Committee of the Whole.

The SPEAKER. The gentleman does not have to make a motion to go into Committee of the Whole.

Mr. MANN. That is true.

The SPEAKER. The House will resolve itself automatically into Committee of the Whole House on the state of the Union for the consideration of this bill, and Mr. RUCKER of Colorado will take the chair.

Accordingly the House resolved itself into Committee of the Whole House on the state of the Union for the consideration of the bill H. R. 16314, with Mr. RUCKER of Colorado in the chair.

The CHAIRMAN. The House is now in Committee of the Whole House on the state of the Union for the consideration of the bill H. R. 16314. The Clerk will report the bill.

The bill was again read.

The CHAIRMAN. The gentleman from Louisiana [Mr. WATKINS] is recognized.

Mr. WATKINS. Mr. Chairman, I move the adoption of the committee amendment and the passage of the bill.

The CHAIRMAN. The motion of the gentleman from Louisiana is not in order, because general debate is allowable.

Mr. MANN. I understood the bill was read for amendment, and I supposed the gentleman from Louisiana would explain the purport of the bill.

Mr. SHERLEY. I would like to know, Mr. Chairman, what the request was. I could not hear it stated.

The CHAIRMAN. The request was for the passage of the bill.

Mr. SABATH. I would like to know something about the bill, Mr. Chairman.

Mr. WATKINS. Mr. Chairman, I did not anticipate that there would be any objection at all to the passage of the bill. It is simply an amendment to the revision code adopted on the 3d of March, 1911, and it was really an oversight in not having incorporated in section 162 the provision which is intended to be incorporated by the passage of this bill. It is simply intended to amend that section.

Mr. GOLDFOGLE. What section is it?

Mr. WATKINS. I will read the section. It is in the same words as the bill, except that it does not dispense with the necessity of alleging and proving loyalty in those cases which arose after the cessation of hostilities, after the Civil War was over.

But, Mr. Chairman, if there is to be debate upon this, we ought to have some agreement as to the length of time which is to be consumed and who is to control the time. The ranking minority member of this committee, the gentleman from Pennsylvania [Mr. MOON], would naturally control the time on that side, and I had expected him to do so. I expect to control the time on this side. As he does not seem to be in the Hall at this moment, I suppose the gentleman from Illinois [Mr. MANN] will control the time on that side.

Mr. MANN. I suggest to the gentleman that he explain fully the purport of the bill. If I understand it, the effect of it will be to take out of the Treasury of the United States $10,000,000 or $12,000,000 without any further appropriation by Congress. It is important enough to be considered fully.

Mr. WATKINS. If the gentleman will pardon the interruption, I simply want now to arrange as to the time to be consumed. I expect to explain the bill.

Mr. MANN. I think no more time will be occupied than is necessary for the consideration of the bill. I do not see how it is practicable to fix the time in advance.

Mr. WATKINS. Then, Mr. Chairman, I will proceed in the regular order. I should like to know, though, if anyone on that side is to control the time, so that I can know what disposition to make of the time on this side.

Mr. SHERLEY. I suggest to the gentleman that the ordinary rules of the House, which give to any gentleman taking the floor one hour for the discussion of the bill, be observed until the matter develops sufficiently to show how much discussion the bill will naturally evoke.

Mr. WATKINS. If we can not agree on the time, then that course will be taken.

The CHAIRMAN. The gentleman from Louisiana [Mr. WATKINS] is recognized.

Mr. WATKINS. Mr. Chairman, on March 3, 1911, the Committee on the Revision of the Laws secured the final passage of the bill for the codification of the laws relating to the judiciary. Section 162 of that codification, under the title of the judiciary, reads in this way:

SEC. 162. The Court of Claims shall have jurisdiction to hear and determine the claims of those whose property was taken subsequent to June 1, 1865, under the provisions of the act of Congress approved March 12, 1863, entitled "An act to provide for the collection of abandoned property and for the prevention of frauds in insurrectionary districts within the United States," and acts amendatory thereof where the property so taken was sold and the net proceeds thereof were placed in the Treasury of the United States; and the Secretary of the Treasury shall return said net proceeds to the owners thereof, on the judgment of said court, and full jurisdiction is given to said court to adjudge said claims, any statutes of limitation to the contrary notwithstanding.

Mr. Chairman, when this section was incorporated in this revision it was not anticipated that any objection, technical or otherwise, would be raised to the payment of the proceeds of the property arising out of the act of Congress of 1863. It was not anticipated that the question of loyalty would be raised. For that reason that proposition was not submitted in the amendment to the section offered at that time and which finally became section 162.

The situation was just this: There was an old statute providing that in all cases arising before the Court of Claims allegation and proof of loyalty was necessary; but in the case of the United States against Klein the Supreme Court of the United States decided that under this captured and abandoned property act, passed in 1863 and amended later, no allegation or proof of loyalty was necessary, because the Supreme Court, in interpreting the act of 1863, has said that the fund so created is simply and purely a trust fund, that the property taken was taken for the benefit of those to whom it belonged, that it is not contraband of war, that it was taken solely for the purpose of converting the property and placing the proceeds in the Treasury of the United States for the benefit of the owner, and that being a trust fund it did not come under the requirements of the allegation and proof of loyalty as in the cases where the property taken was contraband of war. This property was not confiscated.

You will notice from the reading of the last section of this act that the statement made by the gentleman from Illinois [Mr. MANN] is untenable, because it requires that all the proceeds of that property shall be paid over to the owners of the property or their heirs, administrators, executors, or assigns. Therefore the property is to be paid over to the owners of it. But if there is not enough money to pay all, it is to be paid out ratably, or pro rata, to the different claimants.

The gentleman from Illinois has stated that some $10,000,000 or $12,000,000 of this fund will be paid. I have here a complete list of all these funds in the Treasury. The total amount was originally more than $26,000,000. There were paid out of it $16,000,000. The amount was further cut down by charges against the fund and under amendments to the original act until the fund now amounts to somewhere in the neighborhood of or a little less than $5,000,000 arising from the sale of the property after June 1, 1865. This $5,000,000 will never pay the claims already presented to the Treasury Department, and it is for the purpose of getting an equitable rate of distribution that we ask for this amendment. If the amendment is not incorporated in the code, the adventurers, camp followers, and speculators who came from various sections of the country after the Civil War into the South and bought up and took possession, either legally or without law, of this property will be the only ones who will benefit by the revision which was intended to benefit the heirs of the owners, the widows, and the orphans.

Mr. Chairman, the object of the House of Representatives in passing this act was to do simple justice to these parties who had taken from them property by the great Government of the United States; taken as a trust and put in charge of the agents of the Government as a trust fund, and the proceeds placed in the Treasury for the benefit of these persons. The proceeds of that property have never been allowed to be touched by any officer for any purpose. I do not think any appropriation is necessary for the purpose of carrying the law into execution. If it had been necessary, this amendment will not make it so. We do not here ask for any appropriation; we simply ask that the trust fund that is there now, and has been for 47 years, be paid out equitably and not turned over entirely to the horde of speculators and those who defrauded the people of their rights after the war; we ask that it be distributed to the rightful claimants and their heirs and representatives.

Now, Mr. Chairman, I had not thought that it would be necessary at all to discuss this question from a legal standpoint, but I have authorities here ready to make a legal argument if it becomes necessary. The reason I did not anticipate that there would be any controversy or objection to it was this——

Mr. TOWNSEND. Before the gentleman enters upon his legal argument I would like to ask for information. What is the total sum of this trust fund that he speaks of?

Mr. WATKINS. Approximately $5,000,000 in the Treasury which under the law would have to be paid out, and it is only a question of who it would have to be paid to.

Mr. TOWNSEND. Can the gentleman state the number of claimants?

Mr. WATKINS. I have the whole volume of them here; there are several thousand of them. I have not added them up. There are a great many from all over the country. There is hardly a section of the country but has a representative in these claims.

Mr. BUTLER. Will the gentleman yield?

Mr. WATKINS. Certainly.

Mr. BUTLER. How much was the fund originally?

Mr. WATKINS. About $26,000,000.

Mr. BUTLER. Will the gentleman be kind enough to tell us under what circumstances it arose?

Mr. WATKINS. In 1863 the Congress of the United States passed a law providing that all abandoned property in the insurrectory States—the States in the South in which the war was being waged—which had been captured should be taken in charge by the Federal authorities; that is, property not contraband of war, not subject to confiscation. It provided that the property which could not be confiscated as contraband of war should be taken in charge by the United States and put in a trust fund. People were moving from the South all over the southern section of the country and getting out of the way, leaving and abandoning property, particularly cotton. That act was intended to authorize the Federal authorities to take charge of it in a fiduciary capacity, selling the cotton or property and charging the cost of sale and transportation to the fund, and then to deposit the balance of the fund in the United States Treasury to remain there until it was claimed.

The original act limited the right to claim in two years, but that was afterwards extended, and now the expiration of that time has elapsed. There were a great number of people in that section of the country, particularly minors, who knew nothing of the passage of the law and did not avail themselves of an opportunity to take advantage of it. All of this fund has been distributed, except this remnant of about $5,000,000.

Mr. BUTLER. The act of 1863 was one of the confiscation acts?

Mr. WATKINS. It was not a confiscation act; it was a provision for the Government to take charge of the property, and in the case of the United States against Kline the court says that it was not a confiscation, but simply property taken in charge by the United States Government for the benefit of the owners of the property.

Mr. BUTLER. The fund that now remains in the Treasury arose from the sale of property that was seized after hostilities were over?

Mr. WATKINS. Entirely after the war was over.

Mr. BUTLER. And none of it is from the sale of property that was seized before hostilities ceased?

Mr. WATKINS. Not at all; and the very section, section 162, of the revision of the laws explains it definitely and explicitly. There can not be any doubt about it at all. It fixes the date absolutely, as the 1st of June, 1865—after the war was over.

Mr. Chairman, the reason that I made the statement that I could not anticipate any objection was because not only on account of the justice of this claim——

Mr. BUTLER. Mr. Chairman, if the gentleman will permit, of course this property was seized in the South?

Mr. WATKINS. Yes.

Mr. BUTLER. And the object of the gentleman's bill, as I understand it, is to remove the burden of proving loyalty?

Mr. WATKINS. Yes.

Mr. BUTLER. This property was seized after the war was over?

Mr. WATKINS. Yes. That is the whole thing in a nutshell. That is the reason, when this amendment came before the Committee on Revision of the Laws, that there was not a scintilla of objection to it. The ranking minority member on that committee, the gentleman from Pennsylvania [Mr. MOON], when the question was presented to him as to whether he would vote in favor of reporting the bill, said it would be not only bad faith but it would be wrong from every standpoint for any Member

to vote against the amendment. When the Democratic Members had gone before the conference committee, when this revision was in conference, they agreed with the conferees that if they would allow this measure to remain in the codification, they, the Democratic Members, would not object to other features about which they had contended in the passage of the bill.

Mr. BUTLER. Mr. Chairman, will the gentleman please tell us as a bit of history why this property was seized after hostilities had ceased?

Mr. WATKINS. Because the law provided for it.

Mr. BUTLER. Hostilities were done?

Mr. WATKINS. Yes.

Mr. BUTLER. I do not see the reason for it.

Mr. WATKINS. The law did not make any limit upon the time within which it should operate. The law went into effect as all other laws do and was general in its terms. No one knew when the law of 1863 was passed that the war would end in the spring of 1865. It made no limitation, except as to the time in which the owners should assert their claims. It simply ordered the Federal authorities to take possession of and to convert into money property that was abandoned by people in that section of the country, not placing any limit or stating any time. That continued. The gentleman will bear in mind that the people during the war for a number of years had been leaving that section of the country, and leaving behind them property, mainly cotton, though a great deal of land was left as well as other property.

Mr. BARTLETT. Mr. Chairman, will the gentleman from Louisiana yield for a moment?

Mr. WATKINS. Certainly.

Mr. BARTLETT. Mr. Chairman, if the gentleman will permit, I desire to suggest to the gentleman from Pennsylvania [Mr. BUTLER] that he will recall that from 1865 to 1866 the Southern States had located in them the forces of the United States Army. At that time we of the South were not under our own Government, but under the Government of the United States, either military or provisional. It was before we had obtained the status of civil government, and the United States Army officers, in pursuance of the act of 1863, deemed it to be their duty to seize all the cotton.

Mr. BUTLER. I have not been able to understand why it was seized. I do not see the justice of it.

Mr. BARTLETT. There was no justice in seizing it, and because there was no justice in seizing it this House, Republicans and Democrats alike, under an amendment that I myself offered to the revision-of-the-laws bill, voted to remove the statute of limitations from the abandoned and captured property act, to permit these people whose property had been unjustly seized and sold to have opportunity to recover their money which had been unjustly taken from them.

Mr. BUTLER. Congress has already determined that the question of loyalty shall not be considered in the distribution of this money, has it not; in 1911?

Mr. BARTLETT. There was nothing said about loyalty.

Mr. LANGLEY. Not as to this fund.

Mr. GARRETT. Mr. Chairman, will the gentleman from Louisiana yield?

Mr. WATKINS. Certainly.

Mr. GARRETT. Mr. Chairman, it has been my understanding—and I will ask the gentleman from Louisiana if it is not correct—that in many instances the cotton which was seized had become the property of the Confederate Government?

Mr. WATKINS. That is not involved in this question.

Mr. GARRETT. I know that it is not involved in this question, but it has something to do with the proposition as an explanation of why much privately owned cotton was seized. I say that for the information of the gentleman from Pennsylvania [Mr. BUTLER]. Much cotton, a great deal of cotton, had been acquired by the Confederate Government itself and in seizing the cotton that belonged to the Confederate Government very frequently they took cotton that belonged to private individuals as well. Of course the question as to whether it belonged to the Confederate Government or not does not belong to this amendment at all, but it is a matter of historical information.

Mr. BUTLER. The gentleman from Georgia made an explanation, but I can not see why the Government should seize cotton or any other commodity in the South after the war was over.

Mr. BARTLETT. There was no reason. It was an absolute injustice to those people which the Republican Congress undertook to correct after so many years.

Mr. WATKINS. Mr. Chairman, I have in this desultory way, interrupted by these questions, undertaken to explain the purpose of the bill, and I have about covered the main features of the case. As I desire to reserve the balance of my time, if there should be any objection to the bill, which I really can not conceive, I will now give the floor to any gentleman who desires to discuss the question, reserving the balance of my time.

Mr. WILLIS. It seems to me, Mr. Chairman, that this bill ought not to be agreed to by the committee or by the House without the most careful consideration. If I understand this bill correctly as I have read it and as I have listened to the explanation by the gentleman from Louisiana [Mr. WATKINS], it provides in substance, first, that the absolutely unbroken policy of the Government since the time of the Civil War should be abandoned. Second, that the decisions of the Supreme Court that have been made in every case of this kind shall practically be reversed by legislation. Third, that approximately $5,000,000 in the Treasury of the United States shall be paid out to some one. It seems to me, Mr. Chairman, we ought not to embark upon legislation of that kind without a most careful investigation and a most complete understanding of the facts. Now, as I understand the facts, substantially every dollar of this $5,000,000, which it is alleged is a trust fund, represents the proceeds of the sale of cotton that was captured—not taken from individuals, but captured—from the Confederate Government.

Mr. BARTLETT. May I interrupt the gentleman there?

Mr. WILLIS. Certainly; I yield to the gentleman from Georgia.

Mr. BARTLETT. I do not know where the gentleman gets his information or understanding, but it is very wide of the mark, because the evidence is, and I know it to be a fact, not only not captured but taken from the farms and warehouses where it was stored, and the records of the Treasury Department will show not only it was so taken but the names and marks of the owners from whom taken.

Mr. WILLIS. Mr. Chairman, I am quite familiar with the record to which the gentleman refers, and I want to say if he desires to have the authority for the statement I have just made it is a circular, No. 4, issued by the Treasury Department January 9, 1900, that gives a very complete analysis of this whole transaction and all of these claims, and the conclusions arrived at by the Secretary of the Treasury are stated in these words, which I shall read from the circular:

> It follows, therefore, that the balance of the fund in the Treasury received from the sale of cotton represents the proceeds received from the sale of cotton that belonged to the Confederacy.

At all events the gentleman from Georgia happens to find himself in conflict with the authorities of the Treasury Department. That is the deliberate opinion of the men who have investigated the records and gone over these cases, that these $5,000,000 are not a trust fund at all, but they simply represent the proceeds from the sale of cotton that belonged to the Confederacy. Now, where these individuals come in is in another proposition. There is a series of bills here that seem to be all working together. Attention was first called to this in the eloquent remarks of the gentleman from the Tombigbee. He has a proposition which in substance undertakes to provide that when cotton was sold to the Confederacy in good faith, paid for absolutely, but left in the hands of the original vendor, that such transaction is not a sale, that the cotton is not the property of the Confederacy, but, because the property has not been delivered, the property rights reside in the original vendor, and consequently these parties are coming in and claiming individual ownership, notwithstanding the fact that they voluntarily sold the cotton to the Confederacy at the market price and received their pay for it.

Mr. CANDLER. Will the gentleman yield?

Mr. WILLIS. Yes.

Mr. CANDLER. Mr. Chairman, I do not think the gentleman from Ohio states accurately the proposition which I submitted to the House in a speech heretofore made.

The proposition involved there is this: That where the property was contracted for but never paid for at all, and left in the hands of the original vendor, that by reason of the fact it never had been paid for, he had the right when the vendee became insolvent to repossess that property and apply it to the payment of his debt, which is the old doctrine which has been well established and recognized not only by the English but American authorities, as to stoppage in transit. It never had been paid for, and, therefore, the original vendor had the right to take it and subject it to the payment of his debt.

Mr. WILLIS. I am glad to know I did not misunderstand my friend. I correctly understood him and am familiar with the contention in his bill, which I did not mean to discuss at this time. I referred to it only incidentally. However, when we come to that I wish to say that I shall disagree entirely with his proposition. The purchase by the Government of the

Confederacy in the open market and the payment for that stock of cotton either in notes of the Confederate Government or in bonds of the Confederate Government, I contend, is a sale, and that is the law of this land now as set forth in Whitfield *v.* United States (92 U. S., 165), and it is the proposition of the gentleman to change the law. That is where I shall take issue with him when the time comes.

But reverting to this question as raised, as to whether this is a trust fund, Mr. Chairman, I deny entirely the proposition that these $5,000,000 constitute a trust fund. It is not a trust fund under the decision of the Supreme Court of the United States. That brings me around to what I said in the first place, that it is the purpose of this bill, which appears to be so innocent on its surface, to reverse a well-established policy of the Government of the United States and practically by legislation to undertake to reverse at least two or three well-considered opinions of the Supreme Court. It seems to me that such procedure ought not to be had except upon the most careful investigation.

Now, let us go into this trust fund proposition a little bit. The gentleman says that this is a trust fund that really belongs to these individuals. I have already shown you that, based upon the most careful examination, the Treasury Department holds in this circular which I have read, that these $5,000,000 represent the proceeds of the sale of cotton that belonged to the Confederacy, and that, therefore, individuals have no right, claim, or title to it, and that there is no trust fund at all. But suppose that the cotton did not belong to the Confederate Government. Let us see what the court says about this trust fund. Reference is made here by the gentleman from Louisiana to the Klein case. Let us see what the court says in a later case about these matters. I am quoting here from the Haycraft case, 22 Wallace, page 92. The court said:

> The claim is that the trust in favor of the owner having then been created, the remedy for its enforcement in the Court of Claims as a contract was restored to the disloyal owner by the operation of the President's proclamation of December 25, 1868, granting unconditional pardon to all who participated in the rebellion.

According to the doctrine of Klein's case, as I understood my friend from Louisiana [Mr. WATKINS], it was upon that case that he based his argument. But here is what the court said about the Klein case in a later decision:

> According to the doctrine of Klein's case, if a suit was commenced within two years a pardoned enemy could recover as well as a loyal friend. But the commencement of the suit within the prescribed time was a condition precedent to the ultimate relief. The right of recovery was made to depend upon the employment of the remedy provided by the act.

Then the court summed it up in this striking sentence:

> Pardon and amnesty have no effect except to such as sue in time.

These parties have not sued in time. They have been guilty of laches. They have sinned away their day of grace. They had the opportunity under the act which allowed them to sue within two years of the time the war closed. They had their remedy under the act of 1872. Now it is proposed not only to change the doctrine that has been absolutely the unbroken policy, but, mark you, sir, it is proposed to amend the law so as to take away from the Government of the United States the defense as to requiring proof of loyalty by claimants which its own attorneys are making now in the cases pending in court.

Mr. GARRETT. Will the gentleman permit an interruption?

Mr. WILLIS. Certainly.

Mr. GARRETT. The gentleman speaks of changing the policy of the Government. Does the gentleman mean for us to infer from that he insists it was necessary heretofore to prove loyalty in these claims?

Mr. WILLIS. Not under the act of 1872.

Mr. GARRETT. Nor the first act, which was the act of 1865, was it not?

Mr. WILLIS. That has just been covered. Evidently the gentleman was not listening to what I read. It was not necessary, as the court said, as to those who sued in time, but as to those who did not sue in time it was necessary to prove loyalty.

Mr. GARRETT. They had no case if they did not sue in time.

Mr. WILLIS. Certainly.

Mr. GARRETT. Of course, even if they had proven loyalty they could not have recovered if they did not sue in time.

Mr. WILLIS. I understand that perfectly. The act of 1872 gave the parties their remedy. They did not need to prove loyalty under the act of 1872.

Mr. GARRETT. If they sued in time.

Mr. WILLIS. But under the new act, under section 162 of the judicial code, the officers of the Government contend that proof of loyalty is necessary. That is one of their defenses in cases actually pending, and if we enact this bill into law we are proposing to take away from the Government the defense that it now has.

Mr. GARRETT. I understand that, but I take issue with the gentleman on the proposition that this involves a change in the unbroken policy of the Government. All that this bill proposes to do is to suspend the action of a statute of limitations. It does not change any fundamental policy of the Government or differ in any respect from the decisions that have been had heretofore.

Mr. WILLIS. Not if that is all that is proposed.

Mr. GARRETT. It does that.

Mr. WILLIS. Then there would be no objection to striking out the proviso in lines 12, 13, and 14. This proviso reads as follows:

> *Provided*, That no allegation or proof of loyalty shall be required in the presentation or adjudication of such claims.

But would that action meet the approval of the friends of the bill? If that is all that is in this bill, if it is simply to remove the bar of the statute of limitations, the friends of the bill ought to agree to the amendment to strike out what follows the colon in line 12:

> *Provided*, That no allegation or proof of loyalty shall be required in the presentation or adjudication of such claims.

The point is right there. That is the crux of the bill—the removal of the charge of disloyalty; the defense that the Government is now making in the Court of Claims to protect this $5,000,000, which is not a trust fund, which is not the property of any individual, but which belongs to the United States.

Now I yield to the gentleman from Pennsylvania.

Mr. BURKE of Pennsylvania. The gentleman's position is that this cotton, as I understand, had been assigned by the original owners to the Confederacy?

Mr. WILLIS. Had been sold and paid for.

Mr. BURKE of Pennsylvania. And paid for either in the form of cash, notes, or bonds; that the title had passed and that it was an executed contract?

Mr. WILLIS. Absolutely.

Mr. BURKE of Pennsylvania. Assuming that that is true, this bill, as I understand it, only gives the court jurisdiction to reimburse the owners of the property. Now, let us assume that the gentleman's contention is true. The owner of the property is the Confederacy.

Mr. WILLIS. If the gentleman will allow me just there, I think I can obviate any further difficulty. To fully understand this measure you must understand also two or three other measures that are pending here. This bill is to be followed by other measures which propose to provide that that was not a bona fide sale to the Confederacy and that the cotton belonged to the original vendors.

Mr. BURKE of Pennsylvania. Of course that is not obvious on the face of this measure. It would require an enabling act after the passage of this measure, would it not?

Mr. WILLIS. Surely it would.

Mr. GARRETT. Will the gentleman from Ohio yield further?

Mr. WILLIS. Certainly.

Mr. GARRETT. Let me ask the gentleman, as a matter of merit, his opinion on this proposition: This bill provides for the taking care of that property which was taken after June 1, 1865. At that time the War of Secession was ended, was it not?

Mr. WILLIS. Practically, but not legally.

Mr. MANN. It was not legally ended then.

Mr. GARRETT. I mean practically, not legally. Now, let me ask the gentleman from Ohio this question: Does he think that it was right for the Federal Government to take the property of private individuals after the war was ended, after there was peace, and not pay for it?

Mr. SIMS. Or require loyalty to be proven?

Mr. WILLIS. I would have one very definite idea if that property were the property of individuals, and an entirely different idea if it were, as I contend it actually was, and as the authorities of the Treasury Department hold that it was, the property of the Confederate Government. If this property was the property of the Confederate Government the mere fact that it remained in the possession of the original vendor as a bailee did not give him any title to the cotton whatsoever.

Mr. GARRETT. Of course I am familiar with the contention of the gentleman in that respect, and I do not care to go into that class of cases. I do not think it is true that all of this cotton belonged to the Confederate Government. I will say to the gentleman, however, that I have no personal interest in the matter. None of these transactions occurred in my State, or very few of them.

But the gentleman has insisted here, on this question of loyalty, that it is taking away a defense that the Government now has; and I simply wanted to get at the opinion of the gen-

tleman whether the defense of loyalty ought not to be taken away where the property was not taken until after the war was ended and in a time of peace. Why should loyalty have to be proven then? I understand the general rule among nations is that the property of an enemy is the legitimate prey of an army, but after June 1, 1865, there was no enemy.

Mr. WILLIS. Of course the gentleman understands that legally the war did not close until August, 1866.

Mr. GARRETT. I am talking about the practical fact of it. There is considerable dispute as to when the war really did end legally.

Mr. WILLIS. That has been settled by the Supreme Court of the United States, that it ended on August 20, 1866.

Mr. GARRETT. I should like the opinion of the gentleman on that question: If the property was not taken until after June 1, 1865, after there was a practical state of peace, does the gentleman think it is right to require proof of loyalty?

Mr. WILLIS. I have no hesitancy in answering that question. If the Government took property which during the war would have been regarded as the property of an enemy or as contraband of war—and cotton was so regarded—if that property was taken from an individual after the war was practically ended, then I should say there was just ground for recompense; but my contention is that that is not the case that we have before us, and that is the contention of the officers of the Treasury Department.

Mr. BYRNES of South Carolina. Would it not, then, be a matter of proof for the claimant to prove in the Court of Claims whether he did have title to the property at the time it was taken from him? Is not that a proper matter of proof in the court?

Mr. WILLIS. Undoubtedly so.

Mr. BYRNES of South Carolina. Then, if the gentleman has no objection, why not report this bill favorably?

Mr. WILLIS. In reply to that let me read a letter which I have. And before I forget it, I ask unanimous consent to insert in the RECORD certain correspondence that I have had with the Department of Justice and the Treasury Department relative to these several bills—my letters to the departments and their replies.

The CHAIRMAN. If there be no objection, it will be so ordered.

There was no objection.

Mr. BUTLER. Has the gentleman the opinion of the department?

Mr. WILLIS. I have it, and I will put it in the RECORD in full.

Mr. BUTLER. Let the gentleman give it.

Mr. WILLIS. I am going to, if the gentleman will give me time. Here is what the Attorney General says:

> In some of these cases under section 162 the Government has raised questions of law which have not as yet been determined by the courts. Among these is the contention—

Note that this is the contention of the Government in these cases involving this $5,000,000—

> Among these is the contention that the loyalty required under the abandoned and captured property act is still in force and will affect all suits under said section 162, and that allegations of loyalty are necessary in the petition, which must be sustained by satisfactory proof.

Now, what I am saying is that when we have these cases actually pending in court, cases involving vast sums of money, approximately $5,000,000, it is unwise and undesirable, especially in view of other legislation that is contemplated here, to let somebody get into the Treasury and to take away from the Government a perfectly valid defense that it now has.

In further response to the inquiry of the gentleman from Pennsylvania [Mr. BUTLER], I desire to present here certain correspondence had with the Department of Justice:

WASHINGTON, *July 1, 1912.*

Hon. GEORGE WICKERSHAM,
Attorney General, Washington, D. C.

DEAR SIR: I desire to secure any information that may be in the possession of your department relative to the subject matter of House bill 23465, introduced by Mr. CANDLER, of Mississippi, now pending in the Judiciary Committee of the House, and House bill 16314, introduced by Mr. WATKINS, of Louisiana, and recently reported to the House from the Committee on the Revision of the Laws. These bills deal with the alleged liability of the Government of the United States to the original vendors of certain cotton, which cotton during the period of the Civil War was sold to the Government of the Confederate States and was permitted to remain in the care of the original vendors as bailees. Subsequently, under authority of United States statutes, the United States took possession of this cotton, holding that it was the property of the Government of the Confederate States. I is now proposed under these bills to make the Government of the United States liable for this cotton to the original vendors and their heirs. House bill 23465 proposes so to amend section 162 of the act to codify, revise, and amend the law relating to the judiciary, approved March 3, 1911, that, first, "that all judgments and payments under the act shall be free from claims of assignees in bankruptcy or insolvency of the original owner of said claims; second, that no allegation or proof of loyalty shall be required in the presentation or adjudication of such claims; and, third, that judgment thereunder shall not be denied by reason of any bill of sale or other conveyance of such property to the Confederate Government in consideration of securities of said government unless accompanied or followed by actual delivery of such property.

I wish to know what the policy of the Government has been heretofore in dealing with cases of this kind and what the legal effect of the proposed legislation will be. Any information concerning the subject matter of either of these bills that may be in the possession of your department that can properly be furnished me will be appreciated.

Very respectfully,

FRANK B. WILLIS.

DEPARTMENT OF JUSTICE,
Washington, July 8, 1912.

Hon. FRANK B. WILLIS,
House of Representatives, Washington, D. C.

DEAR MR. WILLIS: I am in receipt of your favor of the 1st instant, wherein you desire information relative to so-called "cotton claims."

It is my understanding that the Treasury Department has forwarded to you certain facts and data which to a great degree make reply to the communication received by me.

The act of March 12, 1863, provided for the collection of abandoned property, etc., in insurrectionary districts within the United States and authorized the Secretary of the Treasury to appoint agents to receive and collect all abandoned or captured property in any State or Territory in insurrection, with certain exceptions. Said act contains the following provision:

"And any person claiming to have been the owner of any such abandoned or captured property may, at any time within two years after the suppression of the rebellion, prefer his claim to the proceeds thereof in the Court of Claims; and on proof to the satisfaction of said court of his ownership of said property, of his right to the proceeds thereof, and that he has never given any aid or comfort to the present rebellion, to receive the residue of such proceeds after the deduction of any purchase money which may have been paid, together with the expense of transportation and sale of said property, and any other lawful expenses attending the disposition thereof."

Under this act numerous suits were filed in the Court of Claims for property, including cotton, seized both before and after June 30, 1866, and prior to August 20, 1866. The Supreme Court, in the case of Anderson (9 Wall., 56), held that the rebellion did not terminate until the proclamation of the President of August 20, 1866. In many cases the claimants failed to establish loyalty in compliance with the terms of the act. Some of these cases which were rejected on account of failure to establish loyalty were taken to the Supreme Court, and in the cases of Padelford *v.* The United States (9 Wall., 531), Klein *v.* The United States (13 Wall., 128), and other cases that court held that in all cases where the claimant had brought himself within the terms of the act by filing his claim within the two years prescribed by the statute, the special pardon of the President, or the general-amnesty proclamation operated to dispense with proof of loyalty, and judgment was thereafter rendered in favor of the claimants in that class of cases.

Many suits were filed in the Court of Claims after the expiration of the two years named in the abandoned and captured property act, by persons who made no effort to establish loyalty, but who sought to take advantage of the rule with respect to loyalty established by the Supreme Court in the above-named cases. These were all dismissed on motion of the Government for the reason that they were not filed within the jurisdictional period named in the act. Still other suits were brought under the general jurisdiction of the court, and under other acts, but both the Court of Claims and the Supreme Court denied jurisdiction in all that were not filed within the two years named in the abandoned and captured property act.

The status of such cases were fully discussed in the case of Haycraft (22 Wall., 92). In that case the court said:

"The claim is that the trust in favor of the owner having then been created, the remedy for its enforcement in the Court of Claims as a contract was restored to the disloyal owner by the operation of the President's proclamation of December 25, 1868, granting unconditional pardon to all who participated in the rebellion. * * *

"According to the doctrine of Klein's case, if a suit was commenced within two years a pardoned enemy could recover as well as a loyal friend. But the commencement of the suit within the prescribed time was a condition precedent to the ultimate relief. The right of recovery was made to depend upon the employment of the remedy provided by the act. * * *

"Pardon and amnesty have no effect, except to such as sue in time."

The same principle was affirmed in the case of James A. Briggs (25 C. Cls., 126; 143 U. S., 351).

In that case a special act of Congress (act of June 4, 1888, ch. 348, Stat. L., 1075) was under consideration.

In the last few years quite a large number of abandoned and captured cases have been referred to the Court of Claims for findings of fact under the act of March 3, 1887, known as the Tucker Act. In the case of Brandon, administrator of Colhoun (46 C. Cls., 559), the Court of Claims decided that it had no jurisdiction of such cases under Tucker Act references.

Section 162 of the revised Judiciary Code (act of Mar. 3, 1911) revived the abandoned and captured property act as to all cases where the property was taken subsequent to June 1, 1865. A large number of suits have been filed under this act, but none of them have been brought to trial.

In some of these cases under section 162, the Government has raised questions of law, which have not as yet been determined by the court. Among these is the contention that the loyalty requirement of the abandoned and captured property act is still in force and will affect all suits under said section 162, and that allegations of loyalty are necessary in the petitions which must be sustained by satisfactory proof.

Sections 159, 160, and 161 of the new judicial code require allegation and proof of loyalty in all cases, and we shall ask the court to construe these sections in connection with said section 162.

I herewith attach to this communication a circular dated January 9, 1900, issued by the Secretary of the Treasury, and known as Department Circular No. 4. It appears from this document that the cotton, the proceeds of which amounted to nearly $5,000,000, was seized after June 30, 1865.

By section 5 of the act of May 18, 1872 (17 Stats., 134), it was provided:

"That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to the lawful owners, or their legal representatives, of all cotton seized after the 30th day of June, 1865, by the agents

of the Government unlawfully and in violation of their instructions, the net proceeds, without interest, of the sales of said cotton actually paid into the Treasury of the United States," etc.

It will be observed that this act did not require proof of loyalty. One thousand three hundred and thirty-six claims were filed under the last-named act for 136,000 bales, estimated at the value of $13,000,600 (Ex. Doc., H. R., 45th Cong., 2d sess., p. 36), and there was allowed by the Secretary of the Treasury $195,896.21 on account of these claims. Most of the claims were rejected on the ground that the cotton had been sold to the Confederate Government by the original owners, as shown by bills of sale. In the case of Whitfield *v.* The United States (92 U. S., 165), the Supreme Court held that such bills of sale passed title and no recovery could be had by the original owners for cotton so disposed of.

The object and legal effect of the bills referred to by you are to amend section 162 so as to dispense with proof of loyalty, to nullify the bills of sale to the Confederate Government, and to make judgments in this class of cases free from the claims of assignees in bankruptcy or insolvency.

The policy of enacting such legislation is a matter entirely for the consideration of Congress.

The reports from the Treasury Department in the cases that have been filed since the 1st of January under said section 162 of the new judicial code mostly show that the cotton had been sold to the Confederate Government and bills of sale given by the original owners. The reports in another class of cases show that cotton had been bought by the Confederate Government and resold or contracted for to individuals who now make claims to the proceeds thereof.

In view of the fact that section 162 of the new judicial code did not go into effect until the 1st of last January, and, furthermore, that the various questions which the Government have raised under this act have not been passed upon by the court, and, in addition to this, the fact that in no instance have the claimants' attorneys who are now seeking to recover under this section presented a case in which they are ready for trial, it would seem that before further legislation time should be given for adjudication of some cases under the recent law.

Respectfully, for the Attorney General,

JOHN Q. THOMPSON,
Assistant Attorney General.

Mr. SIMS. Will the gentleman yield for a question?

Mr. WILLIS. Yes.

Mr. SIMS. Suppose the Government had taken property from an individual in July, 1866, cotton that was planted and raised after the war. Does the gentleman think that the question of loyalty as a matter of substance should affect the ownership of that cotton, although it may have been raised by an ex-Confederate soldier after he was paroled and had gone home?

Mr. WILLIS. The fact that he was a Confederate soldier would not make any difference.

Mr. SIMS. He was just as disloyal as a man could be during the war. Now, this act confines it to June 1, 1865, a time when in fact there was no war. After that time why should there be any difference between June, 1865, and June, 1866, because the war ended legally on August 20, 1866?

Mr. WILLIS. Can the gentleman tell me any good reason why, when there have been given three several opportunities whereby relief could be had in just such cases, there should be another? First, application to the Secretary of the Treasury; second, under the proclamation the law allowed two years after the legal close of the war—that is, up to August 20, 1868—and third, there was the law of 1872. Here were three separate remedies given to the parties, and now why should we, 50 years after that, break down the statute of limitations, break down the rules that heretofore have obtained in these cases?

Mr. SIMS. The gentleman's inquiry relates wholly to the removal of the statute of limitations, but my question was as to loyalty.

Mr. WILLIS. But the gentleman from South Carolina raised the question as to the statute of limitations.

Mr. SIMS. I can not see why there should be any question of loyalty raised after 1866, unless the owner was a belligerent and still fighting and refusing to accept the issues of war.

Mr. WILLIS. Now, Mr. Chairman, I wanted to see——

Mr. BYRNES of South Carolina. I would like to answer the question that the gentleman from Ohio has just asked.

Mr. WILLIS. I hope the gentleman from South Carolina will do that in his own time, as I would like to close. I do not desire to seem discourteous, but I want to proceed. I want to go on with this first proposition, that this is not a trust fund. The Supreme Court has clearly and distinctly so stated in what I have quoted and in what I shall insert in the RECORD.

Now let me read from another case the decision of the Court of Claims in the Brandon case, decided in 1897. The court is quoting from Ford's case (19 C. Cls., 519–525):

But as was said by the court in Ford's case respecting the right even of a loyal man in insurrectionary territory "he had no shadow of lawful claim against the Government before the act of March 12, 1863, was passed; nor had he after that, except as that act gave it to him." So that in any event, whatever right such claimant had to the proceeds arising from the sale of his cotton was given to him by the abandoned and captured property act, the determination of which was contingent upon his pursuing the remedy and establishing his loyalty and ownership within the time and as in the act provided. This was the extent of the trust. (Young *v.* U. S., 97 U. S., 39, 61.)

Then it goes on to say—

As to all persons within the privileges of the act—

Not as to all persons, but as to those who sued in time.

As to all persons within the privileges of the act the proceeds were held in trust, but in all others the title of the United States as captor was absolute. Whoever could bring himself within the terms of the trust might sue the United States and recover, but no one else.

In other words, the Supreme Court has said, as clearly as the English language will permit it to state, that this fund under discussion to-day is not a trust fund at all; that the title of the Government of the United States to this fund is absolute. What I am giving to you here is not any conclusion of my own, but the conclusion of the court itself.

The same doctrine is borne out in the Sprott case, which I will not take the time to read, but simply refer you to it. It is in Twentieth Wallace, pages 460 to 462; and, Mr. Chairman, I ask permission to insert that in the RECORD.

The CHAIRMAN. If there is no objection, the request will be granted.

There was no objection.

Mr. WILLIS. The decision referred to is, in part, as follows:

The act known as the captured and abandoned property act, passed March 12, 1863 (12 Stat. L., 820), providing for "the collection of abandoned property, etc., in the insurrectionary districts within the United States," enacts that any person claiming to have been the owner of any such abandoned or captured property may, within a time specified in the act, prefer his claim to the proceeds thereof in the Court of Claims, and, on proof to the satisfaction of the court (1) of his ownership, (2) of his right to the proceeds thereof, and (3) that he has never given any aid or comfort to the rebellion, receive the residue of such proceeds, after deducting any purchase money which may have been paid, etc.

* * * * * * *

It is a fact so well known as to need no finding of the court to establish it, a fact which, like many other historical events, all courts take notice of, that cotton was the principal support of the rebellion, so far as pecuniary aid was necessary to its support. The Confederate Government early adopted the policy of collecting large quantities of cotton under its control, either by exchanging its bonds for the cotton, or, when that failed, by forced contributions. So long as the imperfect blockade of the southern ports and the unguarded condition of the Mexican frontier enabled them to export this cotton, they were well supplied in return with arms, ammunition, medicine, and the necessaries of life not grown within their lines, as well as with that other great sinew of war, gold. If the rebel government could freely have exchanged the cotton of which it was enabled to possess itself for the munitions of war or for gold, it seems very doubtful if it could have been suppressed. So when the rigor of the blockade prevented successful export of this cotton, their next resource was to sell it among their own people or to such persons claiming outwardly to be loyal to the United States as would buy of them for the money necessary to support the tottering fabric of rebellion which they called a government.

The cotton which is the subject of this controversy was of this class. It had been in the possession and under the control of the Confederate Government, with claim of title. It was captured during the last days of the existence of that government by our forces and sold by the officers appointed for that purpose, and the money deposited in the Treasury.

The claimant now asserts a right to this money on the ground that he was the owner of the cotton when it was so captured. This claim of right or ownership he must prove in the Court of Claims. He attempts to do so by showing that he purchased it of the Confederate Government and paid them for it in money. In doing this he gave aid and assistance to the rebellion in the most efficient manner he possibly could. He could not have aided that cause more acceptably if he had entered its service and become a blockade runner or, under the guise of a privateer, had preyed upon the unoffending commerce of his country. * * *

The substance of the decision is that in the first part it gives a statement of the facts as to how this thing came about, that the Confederate Government was the purchaser of cotton. You understand it purchased the cotton; it did not confiscate it. It did not go to the planter and say, "You have got to turn this over," but it went out in the open market and bought the cotton as any other buyer might, and it paid for it. It was the practice to leave the cotton in the hands of the vendor; that was not peculiar as to the Confederate Government. It was the custom of the country, as the court says in one of the decisions. That is the way it was generally done. The sale was complete, but the cotton was left in the hands of the vendor as a bailee, but the title passed entirely and completely to the Confederate Government.

The court goes on to say in substance, in the latter part of the decision, that if it shall be permitted to be held that this cotton that was actually sold in good faith, paid for in Confederate currency, notes, or bonds, which was the only money in circulation in that portion of the country at that time—if, after the Confederacy had fallen, the people who happened to have that cotton in possession should be allowed to say that the cotton was theirs, the court says that would be giving the individual an unfair advantage and allowing him a chance to profit on a contract which by all the decisions of the court was held illegal and unwarranted. That is the substance of the decision in Twentieth Wallace, at the pages to which I have referred.

There has been a good deal written about this matter. I have seen some newspaper and magazine articles, and have

heard some discussion relative to the amount of this fund. I expected to hear it stated that it was much larger than it is. I am glad to know that the gentleman from Louisiana [Mr. WATKINS] has stated it with substantial accuracy. I have read at various times that this fund which was awaiting distribution—this so-called trust fund that was held in the interest of the common people of our great Southern States—amounted to twenty-five or twenty-six millions of dollars. I shall insert in the RECORD some brief tables from this Treasury circular that are highly interesting and important in this discussion, which show the sources of this fund and how the fund has gradually been paid up until now, as has been stated by the gentleman from Louisiana [Mr. WATKINS], the sum total remaining for distribution is $4,992,349.92. The tables referred to are as follows:

Amount received and covered into the Treasury		$26,887,584.39
Deduct items found above—		
Profits on cotton purchased	$3,444,715.14	
Premium on gold	2,571,090.25	
Miscellaneous property	1,309,650.69	
Rents	613,284.96	
Sale of captured vessels, etc	1,438,526.39	
Amount paid in since May 11, 1868	1,629,652.77	
		11,006,920.20
Leaving receipts from sale of individual cotton		15,880,664.19
Amount covered into the Treasury derived from sale of individual cotton		15,880,664.19
From this amount deduct payments judgment Court of Claims under act Mar. 12, 1863, to Feb. 4, 1888	$9,864,300.75	
Judgments of court since Feb. 4, 1888, and private acts of Congress	520,700.18	
Disbursed as expenses under section 3, joint resolution, Mar. 30, 1868, and subsequent acts	242,140.34	
Judgments against Treasury agents under act of July 27, 1868	65,276.79	
Claims allowed by the Secretary under section 5, act of May 18, 1872	195,896.21	
		10,888,314.27
		4,992,349.92

The Secretary of the Treasury, after giving the argument that I have given, substantially, goes on to say:

It follows, therefore, that the balance of the fund in the Treasury received from the sale of cotton represents the proceeds of the sale of cotton that belonged to the Confederacy.

A little further along he says:

It will be seen from the foregoing that ample provision was made by law for all persons who claimed that their property was unlawfully taken.

1. Until the fund was covered into the Treasury in 1868, the Secretary of the Treasury could return the property or the proceeds in all cases where a claim was substantiated by proper evidence.

2. The Court of Claims had jurisdiction for all claims filed before August 20, 1868.

3. The act of 1872 provided that claims for cotton could be filed with the Secretary of the Treasury until November, 1872.

I commend that circular to the study of Members, if they have not already seen it. It is Treasury Circular No. 4, issued in the year 1900.

Mr. BUTLER. Mr. Chairman, will the gentleman yield?

Mr. WILLIS. Yes.

Mr. BUTLER. That I may understand better, I desire to ask the gentleman a question. The gentleman is anticipating that there may be a measure pressed here authorizing individuals to collect money from the Treasury of the United States for cotton which was sold to the Confederate Government. I will agree with the gentleman that such a sale, except as to creditors, there being no delivery made, is good; but will not the gentleman concede that it is only right to pay an individual for property that was seized from him and sold after the hostilities between the North and the South had ceased?

Mr. WILLIS. Mr. Chairman, I am not anticipating a bill that will be urged. I am anticipating a bill that is now on the calendar and that has been urged, and which, in my judgment, is to be passed as a companion piece to this bill, if this bill passes. But I am not talking about that. We are talking about this bill, and the contention I seek to make is that, as a matter of fact, after years of the most careful investigation of records that are extremely voluminous—and if gentlemen have not examined these records they ought to do so and must do so before they can come to a proper conclusion—the Treasury Department officials, after most laborious research in a carload of musty documents, came to the conclusion that the funds they now have are the proceeds of the sale of cotton that belonged to the Confederacy. In other words, shorn of its verbiage, my contention is that this fund does not belong to any individuals at all.

Mr. BUTLER. Then this bill would not enable the owners of the cotton to make any claim if it belongs to the Confederacy. There is no such thing as the Confederacy at the present time, and no claim can be set up by it. Is not that the result?

Mr. WILLIS. Precisely the result, as I have stated.

Mr. GARRETT. Mr. Chairman, will the gentleman yield?

Mr. WILLIS. Certainly.

Mr. GARRETT. The question propounded by the gentleman from Pennsylvania [Mr. BUTLER] was really the question that I was about to propound. As a matter of fact, under the terms of this bill there can not be any payment if it belonged to the Confederate Government. The gentleman is not insisting upon that, is he?

Mr. WILLIS. Certainly not. I have been unfortunate in the use of terms if I have not made it clear that I am trying to discuss this general cotton proposition as evidenced by this bill and other related measures.

Mr. GARRETT. But I feared that some gentleman who might be friendly to this bill might get an erroneous impression from the fact that the gentleman is arguing another bill.

Mr. WILLIS. I am talking about this bill and about another bill of a good deal of importance that is pending here. As a matter of fact, if the statement which I believe the gentleman from Tennessee [Mr. GARRETT] made about the bill awhile ago be true, that it simply removes the bar of the statute of limitations, then we can strike out this provision as to the requirement of proof of loyalty. We can strike out lines 12, 13, and 14, and then there will be no objection to it. I do not think anybody would object to the bill then, but the gentleman from Tennessee will not be able to get the friends of this bill to agree to that. It is not the limitation proposition, but it is the loyalty proposition that is of importance.

Mr. GARRETT. Mr. Chairman, I will say to the gentleman that I would not be willing myself to agree to that, because I do not believe where the property was taken after the war was ended that there ought to be any proof of loyalty.

Mr. BUTLER. How could there be any disloyalty after the war was over?

Mr. WILLIS. Mr. Chairman, I now yield to the other gentleman from Tennessee [Mr. MCKELLAR].

Mr. MCKELLAR. Mr. Chairman, as I understand the gentleman, he concedes that there is about $4,000,000 left, arising from the sale of this cotton. Is that correct?

Mr. WILLIS. About $4,000,000.

Mr. MCKELLAR. Then this bill simply provides the individuals who owned the cotton subsequent to June 1, 1865, shall have the right to come forward to the Court of Claims and put forth their claim to it?

Mr. WILLIS. Without proof of loyalty.

Mr. MCKELLAR. Without proof of loyalty. The war was then over, and if these men had the ownership and can prove the ownership to the property and the proceeds of that property are still in the Treasury, as the gentleman admits, why should the United States Government not permit the real owners of the property to come forward and make proof to their ownership and right?

Mr. WILLIS. If the gentleman asks me for my humble opinion——

Mr. MCKELLAR. I do.

Mr. WILLIS. My contention is that the real owner of that cotton is no longer in existence. That is, I mean to say, the vendee of the cotton—the Confederate Government—was the owner of the cotton, and, of course, with the close of the war, the Confederacy passed out of existence. Therefore the Supreme Court said (Young *v.* United States, 97 U. S., 39, 61) in the case which I read in the gentleman's presence, the title is absolutely in the United States. That is my contention, if the gentleman is interested in my very humble view of the matter.

Mr. SIMS. If the gentleman will permit, this bill does not provide for paying the Confederate Government anything or any assignee of the Confederate Government.

Mr. WILLIS. If I see a snake is crawling along through a rail fence, I will whack at it then whether it be passing at this, that, or the other corner. I do not mean, of course, any offense by the illustration.

Mr. SIMS. Some people imagine they see snakes. [Laughter.]

Mr. WILLIS. I accept the pleasantry of the gentleman; "Out of the fullness of the heart the mouth speaketh," and I have no doubt the gentleman, from his wide experience, refers to the matter in that way. What I am getting at is this: I am referring to this general proposition. I think this is only one of a series of bills which it is proposed to pass in order somehow to enable somebody to get $5,000,000 out of the Treasury that belongs properly to the United States. But let me proceed a little further with this specific bill. I have tried to

state the facts involved in this case and in similar cases. In the second place, what is the law and what has been the history of the law? We first had the act of March 12, 1863, to which reference has been made, the captured and abandoned property act. Then that was followed up by the act of May 8, 1872, under which proof of loyalty was not required. As I said a little bit ago, out of order in my argument, there have been three separate and distinct remedies that have been afforded to these people. If there are any individuals who actually own this cotton, the law has already provided three separate and distinct periods and three separate means whereby they could get relief. Mr. Secretary Sherman, Secretary of the Treasury, in his annual message of 1877–78, in discussing these very cases spoke of the operation of the act of 1872, under which $194,000 was paid. Under the operation of that act 1,189 claims were rejected and 49 claims were allowed. Then he goes on to say here, in substance:

That it is desirable there should be somewhere, some time, somehow an end to this period of litigation. We have already had three separate and distinct remedies and three distinct periods in which these aggrieved persons could have been relieved.

And yet gentlemen come in here more than a generation after and say we must open this thing all up again and take away the defense by the Government which has been heretofore allowed.

Mr. McKELLAR. I want to ask the gentleman this question: The gentleman speaks of this cotton being actually the property of the Confederacy. Under this bill does not the gentleman concede that the claimant has to make proof of ownership to the satisfaction of the Court of Claims before he can sustain his claim against the Federal Government?

Mr. WILLIS. Certainly.

Mr. McKELLAR. Then why should not he have that right?

Mr. WILLIS. I have tried to make it clear. This bill may not amount to so much, but I conceive the whole proposition here is involved in the various measures that are reported out in order to allow certain persons to get hold of this $5,000,000 that does not belong to anybody except the United States, and they will not be allowed to get it if I can help it.

Mr. BURKE of Pennsylvania. Will the gentleman yield for just one question?

Mr. WILLIS. Certainly.

Mr. BURKE of Pennsylvania. I would like more definitely to see the issue joined here. What are these bills? Will the gentleman name one of them or give some indication by which the Members can ascertain what bill is proposed to be tacked onto this legislation in the event of this enactment?

Mr. WILLIS. I think it would be hardly profitable to go into that discussion.

Mr. BURKE of Pennsylvania. It is a contingency which may arise.

Mr. WILLIS. I can give the gentleman the number of some of the bills that I can commend to him for his careful consideration. There is the present bill, H. R. 16314, and H. R. 16820, and a bill, the number of which I have just now forgotten, but which was elaborately and eloquently discussed by the gentleman from Mississippi [Mr. CANDLER], the able Representative from the Tombigbee district.

Mr. BURKE of Pennsylvania. House bill 16820 was evidently introduced subsequent to this bill?

Mr. WILLIS. I am not alleging any conspiracy or anything of that kind. I am not going into that.

Mr. BURKE of Pennsylvania. Has the bill H. R. 16820 been reported to the House?

Mr. WILLIS. I am not clear about that. My recollection is that it has been reported, however.

Mr. MANN. It is on the calendar.

Mr. WILLIS. I think it is on the calendar.

Mr. BURKE of Pennsylvania. That confirms the gentleman's argument.

Mr. WILLIS. If the House passes this bill that bill will be called up. It is apparently a perfect system. To one is assigned the cry of "Onset" and another the "Charge." The object is to get away with the $5,000,000. That is what we are opposing.

Now, in this Brandon case, to which I have referred, and which I commend to the gentlemen for careful consideration, the court gives this splendid summary on page 8:

Of the proceeds remaining in the Treasury amounting to $4,886,671 from cotton seized after June 30, 1865, the Secretary of the Treasury allowed, under the act of May 18, 1872, section 5 (17 Stat. L., 122, 134), $195,896.21, leaving $4,690,774.79, which the Secretary refused to return because the owners, he held, had sold the cotton to the Confederate Government, and the same was not, therefore, individual cotton when seized after June 30, 1865, but was the property of the Confederate Government.

Now, this whole proposition has been gone into by preceding Congresses. Reference is made here by the court to Senate Document No. 23, Forty-third Congress, second session, and to House executive document, Forty-fifth Congress. They quote that as authority. Let me read that again. It is as follows:

And the same was not therefore individual cotton when seized after June 30, 1865, but was the property of the Confederate Government.

You have not only the opinion of the Executive Department, that of the Secretary of the Treasury, the present Secretary of the Treasury, as well as past Secretaries of the Treasury. I have here the report of Mr. Secretary Sherman in 1877 and 1878. The Executive Department has decided time and again against the proposition involved in this bill. The legislative department has gone on record in the same way, and I have already quoted to you at great length the decisions of the Supreme Court of the United States, which it is proposed shall be overturned by this apparently harmless little bill. I do not believe the committee or the House or the country want to enter upon a scheme of legislation the ultimate result of which will be the payment of $5,000,000, which is the property of the United States, to somebody, the good Lord only knows who it will be.

Now, there are two or three other cases. Mr. Chairman, may I inquire how much time I have remaining?

The CHAIRMAN. Fifteen minutes.

Mr. WILLIS. There are two or three other cases I shall refer to only in passing. I have already referred to the Haycraft case and read a portion of it. Another is the Sprott case, which I referred to very briefly. The only difference between that case and the other case is that in this case the Confederate Government had sold the cotton to an individual. The Supreme Court held in a later case that it made no difference as to the nature of the transaction whether the Confederate Government bought the cotton of an individual or sold it to an individual, and that the nature of the transaction, so far as its legality was concerned, was exactly the same.

I do not believe, Mr. Chairman, that the House under the guise of passing a seemingly innocent sort of a bill to carry into effect what is alleged to be the existing intention of the law, desires to enter upon a policy which in reality, as I have said before, proposes, first, to fly in the face of the facts; second, to reverse the legislative department of the Government that has already made careful investigation of this subject and has expressed its opinion in positive law no later than the time of the passage of the judicial code.

I have read to you a portion of the letter from the Attorney General, all of which letter I shall insert in the RECORD by permission of the committee. In that letter it is said that the Department of Justice insists as one of the defenses in the case now pending in court that loyalty must be proved. That is one of the defenses. In the face, then, not only of legislative decisions, but also in the face of the contention of the appropriate executive department that under the law, as the Congress passed it only just recently, it still is the rule of law that loyalty must be proved; in view of the fact that the Attorney General's Department, whenever it has gone into this matter, has taken a position exactly opposed to this proposed legislation; in view of the fact that every time the matter has been before the Supreme Court of the United States that tribunal has taken the contrary view to that proposed by this legislation; in view of the fact that in the passage of this apparently innocent and harmless measure it is proposed to change the policy of the Government and actually to interfere with the trial of cases now pending in the Court of Claims; in view of the fact that this legislation proposes to lead into one of two ways—either that it proposes to lead nobody knows whither or else to the Treasury of the United States, and proposes to give away to somebody $5,000,000, which, according to the decision of the Supreme Court in the Young case, absolutely belongs to the Federal Government—I say, in view of the magnitude of the sum and the importance of the principle involved, this bill ought not to pass. [Applause.]

I desire to add here a communication recently received from the Secretary of the Treasury in response to an inquiry addressed to him by me relative to H. R. 16314 and H. R. 23465:

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, July 9, 1912.

Hon. FRANK B. WILLIS,
House of Representatives.

SIR: I have the honor to acknowledge the receipt of your communication of the 1st instant, requesting such information as may be in the possession of this department relative to the subject matter of H. R. 23465 and H. R. 16314, pending in the present Congress.

The bills have a direct bearing upon the so-called cotton claims, which, by section 162 of the judicial code, approved March 3, 1911 (36 Stat., 1139), were referred to the Court of Claims for adjudication, jurisdiction being conferred to hear and determine the claims of persons from whom property was taken subsequent to June 1, 1865, under the provisions of the captured and abandoned property act of March 12, 1863 (12 Stat., 820), and acts amendatory thereof.

In reply I have to advise you that the enactment of the proposed legislation would effect the following changes in respect to the hearing and determination of the claims:

1. Requiring the filing of all such claims prior to January 1, 1915, no limit of time being prescribed by existing law.

2. Eliminating proof of loyalty as a jurisdictional fact in the adjudication of such claims.

3. Declaring that judgment shall not be denied a claimant because of any bill of sale or other conveyance of such property to the Confederate States Government, unless accompanied or followed by actual delivery of such property.

4. Restricting payments under judgments in such cases to the personal representatives of the original claimants.

It is proposed to limit the time for filing such claims to January 1, 1915, thus giving claimants three years' time in which to file their claims, the period running from January 1, 1912, when the judicial code became effective.

This period is one year longer than was allowed for filing claims under the captured and abandoned property act of March 12, 1863, and while the matter is entirely in the discretion of the Congress it is suggested that delay in the adjudication of the cases may be caused if the court shall find that moneys derived from sales of intermingled cotton coming from a particular locality can not be traced to individual lots, and if it can not be shown that all claimants upon the fund are before the court, judgments may be suspended to await the expiration of the time for filing claims in order that all persons whose cotton contributed to the fund may receive their pro rata share of the proceeds thereof.

In the matter of the bills of sale for cotton sold to the Confederate States it is disclosed by the Confederate records that the sales were voluntary and that the Confederate Government purchased in competition with private parties, paying approximately the same price per pound for the cotton and making payment in the same kind of money or securities.

The seller of cotton to the Confederate States received as consideration for his property identically the same consideration as though he had sold to a private buyer, and the records show instances wherein the same person at or about the same time sold some of his cotton to the Confederate States and the remainder to private purchasers.

The sales to the Confederate Government were made by two classes of persons, namely, producers selling direct to the Confederate States and merchants or factors selling to the Confederate States cotton which had been purchased at private sale.

The bills of sale given by the seller for either a sale to a private dealer or to the Confederate States were substantially in the same terms and similarly conditioned. In either case the cotton was to remain in store on the plantation of the seller until called for. Actual possession of the cotton was not necessary. It was the custom of the country in making sales of cotton to transfer the planter's certificate as if negotiable, and this was the usual and generally the only mode of delivery required.

Many of the agents of the Confederate States making purchases of cotton for the Confederate Government were also buying cotton in the same localities on private account. Charles Baskerville, a Confederate cotton agent, was of this number, and subsequently, through the firm of Baskerville & Whitfield, of which he was a member, sold upward of 2,000 bales of cotton to the Confederate States, which he purchased at private sale from Mississippi planters. Baskerville paid for cotton purchased by him at private sale in the same kind of funds that he used in paying for the cotton bought for the Confederate Government.

The cotton so purchased at private sale and subsequently sold by Baskerville & Whitfield to the Confederate Government remained on the plantations of the planters, and was there when collected by the United States Treasury agents as property of the Confederate States surrendered to the United States.

The legal representative of the surviving partner of Baskerville & Whitfield has filed claims for this cotton in the Court of Claims, under section 162 of the judicial code, and similar claims for the same cotton have been filed by the legal representatives of the planters from whom Baskerville & Whitfield purchased it at private sale.

Many dealers other than Baskerville & Whitfield purchased from the planters at private sale and subsequently sold the same cotton to the Confederate States, and their claims have been filed with the court, the same cotton being also claimed in court by the legal representatives of the planters who produced it.

Of the 30,000 bales of cotton collected in the four Mississippi counties of Lowndes, Monroe, Noxubee, and Oktibbeha, approximately one-fifth was sold to the Confederate States by cotton merchants or other persons who purchased it from the planters at private sale.

Under the terms of the proposed amendment of section 162 of the Judicial Code (H. R. 23465), nullifying bills of sale of cotton sold to the Confederate States, it would appear that judgment would be given to the legal representative of the surviving partner of Baskerville and Whitfield and not to the legal representatives of the planters who retained possession of the cotton, though the bills of sale from the planters to Baskerville and Whitfield rest upon the same consideration as the bills of sale from Baskerville and Whitfield to the Confederate States.

The Confederate records further show that the cotton so purchased was regularly inspected by Confederate States cotton agents and its condition reported upon, of which record was made from time to time. Such records show sales of cotton to procure funds for supplies for the Confederate army as well as the removal of cotton to prevent its capture by the Federal military forces.

In some instances the Union and Confederate military commanders of a district authorized sales of Confederate States cotton to persons holding purchasing permits issued under section 8 of the act of July 2, 1864 (13 Stat., 377), but the cotton was not removed from the plantations until after the surrender of the Confederate military forces.

Claims arising under such purchasing permits were paid from the Treasury out of the proceeds of the cotton taken and sold. Claimants for this cotton are also before the Court of Claims under section 162 of the Judicial Code, and if the bills of sale to the Confederate States are nullified by the enactment into law of H. R. 23465, a question may arise whether the judgment to be given shall be for the whole sum which reached the Treasury or only for the balance remaining.

The changes in section 162 of the Judicial Code proposed by H. R. 16314 and H. R. 23465 are apparently matters of public policy to be determined by Congress in the exercise of its discretion.

In this connection attention is called to H. R. 16820, "A bill to revive the right of action under the captured and abandoned property acts, and for other purposes," favorably reported from the Committee on War Claims.

This bill contemplates the filing in the Court of Claims of all claims not previously filed and the reinstatement on the docket of the court of all cases dismissed for the causes stated in the bill.

Under the original jurisdiction conferred upon the Court of Claims by the captured and abandoned property acts 1,578 claims cases were filed in that court, the aggregate amount claimed being $77,785,962.10, as stated in Court of Claims Report, volume 18, page 703.

There is inclosed for your information a copy of Treasury Department Circular No. 4 of January 9, 1900, containing a statement of transactions under the captured and abandoned property acts, showing the gross receipts, sources from which derived, payments therefrom, and the balance remaining in the Treasury of approximately $5,000,000.

Should H. R. 23465 become a law it is probable that the whole of that sum would be required to be paid in carrying out its provisions.

It is understood that the Attorney General has lately communicated with you in reply to a similar inquiry upon this subject.

Respectfully,

FRANKLIN MACVEAGH, *Secretary.*

Mr. SISSON. Mr. Chairman, I shall not attempt to answer all of the speech of the gentleman [Mr. WILLIS] who has just taken his seat, because a great deal that he has said is not applicable to this bill at all. A great deal of misconception could be obtained, however, from listening to that speech, because one would imagine from hearing it that all the money in the Treasury is involved in this bill. That is not the case at all. My recollection is that this bill will carry, if passed, not over from $900,000 to $1,000,000.

Now, the entire amount of cotton, the net proceeds of the sale of which were paid into the Treasury, aggregated, according to my recollection, something like $10,000,000. A great deal of this cotton, under the acts referred to by the gentleman as having been enacted in past years, was recovered by citizens of the South who could prove loyalty to the Federal Government. My recollection is that something like $5,000,000 was paid out on that account between the close of the Civil War and the present time as the result of suits filed by people who were able to prove loyalty to the Federal Government. All of the proceeds of this other cotton, except that which is specifically covered by this bill, can not possibly be reached under this legislation.

I think it necessary that the Members of the House should thoroughly understand the situation. I am sure that there is not a Member of this House on either side who does not desire the Federal Government to be just and fair to its citizens. I agree with the position taken by any Member of this House who is unwilling that the cotton that has been properly taken from the Confederate Government should be paid for, because that cotton became absolutely the property of the Federal Government. That question is not involved in this bill, nor is the question of the payment of $3,000,000, as I recollect, of the proceeds of that cotton which belonged properly to the Confederate Government. This bill will carry only, as I recollect, something like a million dollars.

Now, if you will go down to the Treasury Department you will find that the names of the parties to whom this cotton belonged are on the books of the Treasury Department, and if those people who could prove loyalty got their money because they could prove loyalty their claims are identical with the claims of those people who have the money in the Treasury but who are unable to prove loyalty.

When the Committee on the Revision of the Laws proceeded to act upon the report of the commission codifying the law in the last Congress it took under consideration this section 162. That committee was presided over by the distinguished attorney from Philadelphia, Mr. MOON, who was also on the joint commission from the House and the Senate to revise the statute laws of the United States, as were also the gentleman from Kentucky [Mr. SHERLEY] and the gentleman from Tennessee [Mr. HOUSTON]. If you will turn to section 159 of the code, you will find that the right of recovery is there given, and from that section was removed the statute of limitations which ran against these claims for cotton the proceeds of which were actually turned into the Treasury, that cotton having been taken from a private citizen who had never parted with his title to it to the Confederate Government. In addition to removing the statute of limitations there was a clause in that section in reference to loyalty. Section 159 gives the citizen the right of recovery. But there was another section which the committee entirely overlooked. The gentleman from Tennessee [Mr. HOUSTON] will bear testimony to this fact. The other members of the committee and the members of the Senate committee who were interested in it thought that they had removed not only the statute of limitations as to these claims, but they thought that they had removed the requirement of loyalty as to these specific claims for cotton; but when the clerks made up the

code, or, rather, assembled the sections, it was discovered that in section 161, which has solely to do with procedure and with the right of a man to go into court, it was provided that the claimant must in his petition to the Court of Claims allege his loyalty in order to get into court to assert the right which is given him in section 159. If this fact had been discovered while the bill was under consideration, it would have been remedied.

Mr. BURKE of Pennsylvania. As I understand the gentleman's contention, it is that there is at the utmost $1,000,000 involved in this legislation.

Mr. SISSON. I am stating that as my recolletcion from a report which I saw which included the names of the parties who could recover if this law should be enacted.

Mr. BURKE of Pennsylvania. That conclusion is predicated upon some action either of the court or of the Treasury officials.

Mr. SISSON. Well——

Mr. BURKE of Pennsylvania. Did that action turn upon the proof of loyalty alone?

Mr. SISSON. Yes.

Mr. BURKE of Pennsylvania. Then there is an official record showing that there is $1,000,000 which would be paid to these claimants if it were not for the fact that they were compelled, as the gentleman says unnecessarily and unjustly, to prove their loyalty.

Mr. SISSON. Yes.

Mr. BURKE of Pennsylvania. And that is the purpose sought to be accomplished by this bill.

Mr. SISSON. That is the sole purpose of this bill.

Mr. BURKE of Pennsylvania. Is the gentleman familiar with the so-called Byrnes bill (H. R. 16820), subsequently reported from the Committee on War Claims?

Mr. SISSON. I am not familiar with that, nor do I know how much money will be covered by that bill. If I recollect it aright, I think that covers a period broader than the one covered in this bill.

Mr. SIMS. Yes; it does; to that extent.

Mr. SISSON. It does to that extent.

Mr. BURKE of Pennsylvania. That to my mind is a very important question to be decided by the gentlemen who are advocating the passage of this bill, and I would like to vote in the light of the fact that the statement is made by the gentleman from Ohio [Mr. WILLIS] that this bill in itself may be innocent enough, but coupled with subsequent legislation reported from the Committee on War Claims it would be a vicious enactment.

Mr. SISSON. Well——

Mr. BURKE of Pennsylvania. Is it the intention to follow this bill with the bill subsequently reported from the Committee on War Claims, and, if so, in what way does that bill (H. R. 16820) enlarge upon the provisions of the bill now under discussion?

Mr. SISSON. I will state to the gentleman from Pennsylvania that I am not in any sense of the word sponsor for the Byrnes bill, nor am I the sponsor for any other bill in reference to these matters, because I take this position, that where cotton was sold by a citizen—as it was sold by members of my own family—and Confederate money was paid for it, or receipts which were made money by the Confederate Government were issued for that cotton, if after the Civil War was over they turned over to the Federal Government the cotton which they had produced during the Civil War, for which they had taken either Confederate money or receipts of the kind which I have described, I do not believe they have a right now to come and ask the Federal Government to repay them for property which went into the Confederate treasury for the purpose of enabling them to win the cause for which they were fighting. I take that broad ground.

Mr. BURKE of Pennsylvania. Is there any litigation in any court which would in itself be evidence of the fact that this title is really in dispute as to the $1,000,000 spoken of?

Mr. SISSON. I do not believe there could be a question about that. Now, the gentleman from Pennsylvania does not live in a cotton country. Cotton is put up in what they call bales. A bale of cotton has its gin number, and each bale of cotton has the initials of the party upon the cotton. Now, before a man could recover he would be compelled under this bill to prove his specific ownership to that specific bale of cotton, the proceeds of which went into the Treasury. He will be compelled to prove that before he would have any status in the Court of Claims.

It might be contended that a man might go into the court and swear falsely that he did not sell the cotton to the Federal Government, and the records of the Treasury Department might show that the proceeds of that particular cotton were taken, and the records would show that he sold it to the Government. My judgment is that in that sort of a case the record in the Treasury Department would be conclusive against him, for I do not believe he would be permitted to deny what the record showed as to that cotton.

Mr. BURKE of Pennsylvania. Has that question as to the title been adjudicated; that is, whether it belongs to the individual or the Confederacy? The gentleman from Ohio [Mr. WILLIS] claims that it belongs to the Confederacy.

Mr. SISSON. I do not think the gentleman from Ohio contended that any cotton under this bill, the title of which was in the Confederate Government, could be obtained.

Mr. BURKE of Pennsylvania. Then I misunderstood him. I agree with the gentleman from Mississippi in his contention from a legal standpoint and take issue with the gentleman from Ohio if that is the fact. What I want to ask the gentleman is whether or not this title to a million dollars' worth of cotton has been adjudicated by anybody.

Mr. SISSON. It has not.

Mr. BURKE of Pennsylvania. I mean as to whether it belongs to the Confederate Government or to the individual.

Mr. SISSON. It has not by any court that I know of.

Mr. BURKE of Pennsylvania. The assumption or statement of the gentleman is that the only question at issue is the question of the party's loyalty.

Mr. SISSON. That is all.

Mr. BURKE of Pennsylvania. But there must be another question, and that is the question of title.

Mr. SISSON. And his right to go into court is barred by the question of loyalty. Now, the gentleman from Ohio argued a moment ago that these parties having these claims had been given three separate opportunities to assert their claims. This is hardly fair, because these claims intended to be covered by this bill have never been given a chance. The thing that has kept all who were loyal to the Confederate Government, even though a widow who had no relative in the Army, from recovering is the test of loyalty, and if she was even in sympathy with the Confederate Government this test would compel her to commit perjury or she had no standing in court, and never has had under any of the acts referred to by the gentleman from Ohio. Now, to answer the question of the gentleman from Pennsylvania as to the proof as to who was entitled to this cotton in controversy in this bill it would only be necessary to go down to the Treasury Department and find, for example, that certain cotton was taken from T. U. SISSON, of such number and weight, and the net proceeds turned into the Treasury. If the cotton was turned into the Treasury by the officer who took it as cotton, which did not show on it marks that it had been sold to the Confederate Government and had no receipt of any kind attached to it, I could go into the Court of Claims if I had been living at that time and recover, if this bill passes.

Mr. BURKE of Pennsylvania. The manner of confiscation is a matter of record.

Mr. SISSON. Absolutely.

Mr. BURKE of Pennsylvania. Has that record been officially interpreted by any Treasury authority?

Mr. SISSON. I will say frankly that it never has as far as I know, because we have never been able to get up to the point on account of the bar of loyalty which has kept us away from the courts that could adjudicate the question.

Mr. WILLIS. Mr. Chairman, will the gentleman yield?

Mr. SISSON. Certainly.

Mr. WILLIS. I am interested in the gentleman's generous and fair statement that if he was a citizen of Mississippi and had sold his cotton to the Confederate Government, and it had gone into the general property of the Confederate Government, and had been used in the war, that he would not contend that he as a citizen would have any claim against the Federal Government.

Mr. SISSON. I do not think I would.

Mr. WILLIS. I think that statement is fair. But what I want to ask of the gentleman, who is an exceptionally good lawyer, is, Would it, in his judgment, have made any difference if the Confederate Government had bought that cotton absolutely, a bill of sale had been made out, and the price had been paid to him by the Confederate Government in the currency that was the only kind in circulation in that portion of the country at that time, the cotton having been left in the gentleman's possession as bailee, would he then say that he had any claim against the Federal Government?

Mr. SISSON. I do not think I would have.

Mr. WILLIS. Then the gentleman disagrees with his colleague.

Mr. SISSON. I understand that, and I dislike very much to do so, but I am not governed by any desire of mine as to what

I would like to have the law to be if I should happen to have a claim in court, in stating my opinion of what the law is. I think that prior to the time the cotton got out of his reach, prior to the time the cotton got away from him, he then could have gone into court and subjected the cotton to his claim, if he had never received anything of value for it; but since he failed to do that I do not believe that under the law of the case, so far as my little learning of the law goes, he would have any legal status in any court in England or in America.

Mr. SIMS. Mr. Chairman, will the gentleman yield?

Mr. SISSON. Certainly.

Mr. SIMS. The burden of proof would be wholly upon the person asserting the claim to show his title to it.

Mr. SISSON. Yes.

Mr. SIMS. And if the Confederate Government took it in any way, or had purchased it, or the claimant had parted with his title, how could he have any standing under this bill?

Mr. SISSON. Mr. Chairman, I take it that these gentlemen here are lawyers, and I shall not be like Judge Becket when once before the Supreme Court of the State of Mississippi. On one occasion he argued at considerable length some perfectly elementary principles of law. Among them was one which he stated in about this way: "The court will understand that the burden of proof is upon the plaintiff; that that is the general rule in law." He continued to thus discuss elementary principles of law in that way. Finally the chief justice, Judge Woods, became impatient and said: "Judge Becket, why do you not get down to the facts and the law in your case and cease discussing elementary principles of law? Why not presume that the court knows a little law?" Judge Becket then, with a little laugh, said: "Ah, your honor, I did that in the lower court and lost my case." [Laughter.] I shall presume, I will say to my distinguished friend from Tennessee, that the Members of the House understand that elementary principle of law.

Mr. SIMS. From the conclusions they draw from this bill, I did not know.

Mr. SISSON. As I understand the argument of the gentleman from Ohio [Mr. WILLIS], it is not so much to this bill that he directs it as to the legislation that he fears might follow in the wake of it. This matter was thrashed out very thoroughly by the subcommittee, of which Judge MOON was the chairman, and then was reported back to the Committee on the Revision of the Laws. These statutes, as Judge MOON stated, were scattered through about 17 large volumes, and to get them together and place them side by side, making it a harmonious whole, was a herculean task, and no men but patient lawyers like Judge MOON and Judge HOUSTON and Judge SHERLEY and all of the other judges who were on that committee would have gone through with the task as well as they did.

It was the love of the law that impelled them to hunt it up. In this particular instance they failed to amend this section, which goes entirely to the proceeding, to the affidavit which is required to be made. That learned committee gave to the claimant the right, by removing the statute of limitations and by removing the clause in reference to loyalty, section 159, to recover. Prior to that time, even after he got into court, he would have to establish his loyalty, but there was another section that had to do wholly with the question of procedure. The affidavit—the proof of loyalty of the claimant was a jurisdictional question—had to affirmatively show upon its face before he could get into court that he was loyal, and the court then could require him to establish to its satisfaction, in addition to this, his loyalty.

I presume that there is not a man from any section of the country who does not want the United States Government to pay all just, legitimate, and fair demands of the citizens against the Government. I believe I have made some little record here in Congress, if for nothing else, upon the question of conserving as far as I can the Treasury of the United States. I have not voted for bills which I thought were extravagant. Sometimes I have been rather held up and forced to do it, but there never has been and never will be a case where the Federal Government owes a citizen an honest debt, an honest obligation, that I would not be willing to pay the last dollar in the Treasury to settle it. In addition to that, before I would have the Government's paper dishonored I would mortgage posterity. I would take care of the honor, the honesty, and integrity of the Federal Government at all hazards, so that when the citizen has the obligation of his Government in the form of a Treasury note, a gold certificate, or any other piece of paper he may rest assured that the paper is good. In this particular case it is contended that the citizens of the South were disloyal to the Federal Government in the assertion of what they believed to be their rights, but the time has now come in the history of this great Republic when this next year in the great State of Pennsylvania we are to have a reunion of these two sections, and damned be he who would say one word that would cause the Union not to be complete, not to be perfect. [Applause.]

In this particular class of cases the citizen had been permitted to lay down his arms and go back home, and much of this cotton was absolutely gathered during the fall of 1865 and some of this cotton was absolutely produced in 1866; and even then, when the officer of the Federal Government went there for the purpose of collecting the property of the Federal Government, they would frequently get the property of a citizen who would make an affidavit before the proper officer of the Army, who stated to him "If you can prove that this cotton is yours and does not belong to the Confederate Government, you will get your money; and rather than resist an Army officer when he had no right to go into court and in the prostrate condition they were in then they permitted their cotton to be taken, and a great deal of this cotton never found its way into the Treasury; but there were many honest Army officers there who would take the affidavit and the proof of the citizen, and when the proceeds of the cotton was received after it was sold in New Orleans, or Yazoo City, or some other cotton market, after taking the expenses of handling, hauling, and selling it, these honest Army officers would turn into the Treasury this money as the property of the citizen; and no proof to the contrary has even been shown; but when they came to court for the purpose of establishing these claims they were met at the door of the temple of justice with this clause in each of these bills saying to the citizen, "You have no standing in court because you have been disloyal." The only thing I ask this House to do is to remove that one clause in reference to these claims where the cotton honestly belonged to the citizen who produced it and never parted with his title to the Confederate Government. It is his of right.

Why, the English people in the Boer War never required that sort of affidavit of the citizen with a claim against the English Government. Our own Government did not require it of the Mexican in the Mexican War. No civilized government demands that when its citizen's property has been taken. When the private property of the citizen has been taken all civilized governments of the world have paid the citizen for his property. I am not asking you to pay one penny to the South for Confederate cotton; I am not asking one penny for the cotton that was sold to the Confederate Government; I am not asking that this Government should respond to these sort of claims, but I am asking in common justice that those people who produced and gathered this cotton and who can establish to the satisfaction of the court that this cotton was never sold, directly or indirectly, to the Confederate Government, even at this late date be permitted to make their claim. It is never too late for either a man or for a nation to do justice to a people, and I love a government as well as a man who at a late date will pay his honest obligations although he might have the right to plead the statute of limitation.

Mr. BUTLER. Will the gentleman yield?

Mr. SISSON. Yes.

Mr. BUTLER. There is a provision in this bill to which the gentleman from Ohio [Mr. WILLIS] referred, the object of which is to avoid the question of loyalty to the United States Government.

Mr. SISSON. That is the only thing that is amended, too.

Mr. BUTLER. Now, the question of whether or not the claimant was loyal from June 1, 1865, is not, of course, involved in this measure. Was he loyal after June, 1865, up to the time the war was declared to be ended in August, 1866?

Mr. SISSON. Now, let me say to the gentleman, he raises a question about which the courts are very much at a difference. There are several decisions of the courts, and I have had opportunity to investigate these matters; but as a matter of fact Mr. Lincoln in the proposition which was made to the Southern States gave to the world the condition that when the Confederate States abolished slavery by law and assumed their former relations with the Union, that then the war would be over. That happened in June, 1865, after Mr. Lincoln had been assassinated.

Now, so far as certain acts on the part of the Federal Government are concerned in reference to the disbanding of its Army, in reference to getting all of these people back into peaceful pursuits, there were many questions which arose which made it necessary for the Federal Government and made it necessary for the Congress to say that these armies were still organized and that the military government was still in existence. As a fact, to convince any man that both Houses of Congress felt that the war was indeed over in 1865, in December, 1864, Mr. Lincoln proposed in a message to the Congress that in order that the southern people might understand the

terms upon which this bloody war should cease it would be necessary for them to abolish slavery by law and to make his emancipation proclamation the law of the land and resume their peaceful relations to the Union.

What happened? The thirteenth amendment, which abolishes slavery, passed the House of Representatives in February, 1865, and the following December of that year every State in the Union had ratified that amendment, and the Congress which met put it in the Constitution of the United States, and every Southern State ratified it as well, and both Houses received that ratification which they had submitted to the Southern States. So I presume that that unquestionably, so far as this body is concerned, settled that controversy as to when the war absolutely ended.

Mr. BUTLER. Mr. Chairman, there seems to be a question in the minds of perhaps some of us as to whether or not there was an act of hostility on the part of any of these claimants toward the Government after June, 1865—whether there could have been on the part of any claimants toward the Government subsequent to June, 1865.

Mr. SISSON. One man could not be disloyal.

Mr. BUTLER. Yes, he could. He might raise a good deal of trouble, although he might not bear arms.

Mr. SISSON. You know that there has been one thing the world has been proud of, and the people of the South have been proud of, and the people of America can be proud of, and it is the example set to all the world, that where a great people differed on a great question and they appealed to the supreme court of all courts, that great court of nations, the court of might and war, when one side had lost in that great contest the miracle before the world was that the Confederate soldier went back in his tattered gray jacket to his destroyed country, beat his sword into a plowshare and went to rebuilding his home—a peaceable, good, quiet, loyal citizen. None of them were disloyal who were good Confederate soldiers. Those who were disloyal were not good Confederate soldiers.

Mr. BUTLER. Gen. Grant gave him back his horses so that he might go to work——

Mr. SISSON. I know that the gentleman, from my past knowledge of him, has that good honest heart in him that permits him to say those good things.

Mr. BUTLER. I do not think the cotton of a citizen who was loyal to the Government ought to have been confiscated after 1860.

Mr. SISSON. As a matter of fact, a great many of the people who were loyal to the Government had lost their cotton in identically the same way and have since recovered it. This act leaves the law just exactly as it is here, except we add this one proviso. You removed in your last Congress, when Judge MOON was presiding over the bill, the statute of limitation to permit him to come in to prove his case. You removed the question of loyalty from a section of the old act, and it is now in this act, section 159, I think.

Mr. BUTLER. I think I made the motion to remove it.

Mr. SISSON. Perhaps the gentleman did. I do not know.

Mr. MANN. No; the gentleman did not. The gentleman from Georgia [Mr. BARTLETT] made it.

Mr. SISSON. Now, the only thing that this does is to make section 161 correspond with section 159.

Mr. BURKE of Pennsylvania. The gentleman states that this question of loyalty is still a mooted question as to the period subsequent to June 1, 1865.

Mr. SISSON. I do not think so, as far as any matter of this kind is concerned. It was not, so far as every Confederate soldier was concerned in reference to voting on those constitutional amendments and sending members of the legislature in reference to the adoption of the thirteenth amendment to the Federal Constitution. But the gentleman must be aware, when a great struggle like that has ended, there are a great many things that have to be done through the military arm of the Government before the civil arm can take complete control. Now, to that extent the military law prevailed in certain portions of the South, but just as soon as they could remove that they did so. But, so far as the legal status of the citizen was concerned, it ended June 1, 1865.

Mr. BURKE of Pennsylvania. Eighteen hundred and sixty-five, as to his loyalty or disloyalty?

Mr. SISSON. Yes.

Mr. BURKE of Pennsylvania. Then, the gentleman's contention is that subsequent to June 1, 1865, a citizen was loyal to the Government?

Mr. SISSON. To the Government.

Mr. BURKE of Pennsylvania. If that is true, what is to prevent his making the allegation and proof essential to the establishment of his claim?

Mr. SIMS. That is where the trouble comes in. They require him to prove his loyalty during the war.

Mr. BUTLER. We can amend it so as to eliminate that.

Mr. BURKE of Pennsylvania. That feature can be remedied.

Mr. SISSON. I will ask the gentleman from Pennsylvania [Mr. BURKE] if he has ever seen an affidavit in one of these cases?

Mr. BURKE of Pennsylvania. No.

Mr. SISSON. Is the gentleman a member of the Masonic fraternity? It is almost as searching as the oath they exact of a Mason.

Mr. BURKE of Pennsylvania. The affidavit in this case would be in strict accordance with the act, necessarily, and that affidavit would go no further than the declaration of loyalty during this period.

Mr. SISSON. I will say to the gentleman from Pennsylvania, that so far as I am concerned, I believe that the purpose and intention of this act would enable the citizen to go into court now and make the proof. He ought to be permitted to go into court and make the proof. There has been no decision yet, so far as the Court of Claims is concerned, as to whether or not it is necessary even now under these acts to prove loyalty, but this removes all doubt about it.

Mr. BURKE of Pennsylvania. But, that being the case, there being no decision of the Court of Claims or any other authoritative body on the subject, what is the necessity of this legislation?

Mr. SISSON. If you do not enact it, we do not get into court.

Mr. BURKE of Pennsylvania. But there is nothing of record in the way of opinion or decision that does declare that.

Mr. SISSON. Oh, that is the trouble. You would have to prove that you had been loyal to the Federal Government at all times during the entire struggle.

Mr. BURKE of Pennsylvania. I will be guided entirely by the argument in this case. I know that the gentleman from Mississippi is making a very able argument, and that he can enlighten me and other members of the committee on the subject. There has been no adjudication of the question of the citizen's loyalty subsequent to June 1, 1865?

Mr. SISSON. Oh, yes; there have been a number of them.

Mr. BURKE of Pennsylvania. By the Court of Claims?

Mr. SISSON. Yes; by the Court of Claims. But let us get down now to the facts of this case. There has been no adjudication since the amendment of section 159 of the present civil code.

Mr. BURKE of Pennsylvania. The gentleman says that under section 159 of the present civil code there has been no decision and there has been no determination of the necessity of new legislation?

Mr. SISSON. No. I will read a part of section 184. I will not read all the section, but I will read as to the question of loyalty:

> In any case of a claim for supplies or stores taken by or furnished to any part of the military or naval forces of the United States for their use during the late Civil War the petition shall aver that the person who furnished such supplies or stores, or from whom such supplies or stores were taken, did not give any aid or comfort to said rebellion, but was throughout that war loyal to the Government of the United States, and the fact of such loyalty shall be a jurisdictional fact.

Now, that is what I have been endeavoring to state throughout this whole argument—that, so far as the petition was concerned, it was necessary that the petition alleged loyalty before the court should get jurisdiction to try the petitioner's right to the property.

Mr. SIMS. Throughout the Civil War?

Mr. SISSON. Yes.

Mr. BURKE of Pennsylvania. Would not this be entirely inadequate, then, if that is the provision—this applying only to the period subsequent to June 1, 1865?

Mr. SISSON. If it is presumed that the war did not end, and if the court should hold as a finality that it did not end until June, 1866. Then this cotton could not be recovered for at all unless it was taken after June, 1866. But with the amendment proposed in this bill the question of loyalty would not bar the citizen from recovering his property. The date at which the war, according to all the acts of Congress, ended, however, is June, 1865.

Mr. BURKE of Pennsylvania. Would this meet the gentleman's approval: "*Provided*, That no allegation or proof of loyalty subsequent to June 1, 1865, shall be necessary"? Would that suit the gentleman?

Mr. SISSON. I am not the proponent of the bill.

Mr. BURKE of Pennsylvania. But the gentleman is one of the ablest advocates of the bill.

Mr. SISSON. I am an advocate of the bill, but, so far as I am individually concerned, I can see no serious objection to that.

Now, there is this point in the case, however, which might do some parties an injustice: We will presume that in the spring of 1865 some of the cotton was taken from a citizen who had not sold it to the Government, and the proceeds were actually turned into the Treasury. The gentleman would not contend that that citizen would not have the right to recover his own property. He ought to have the right to take that which was his own. All the civilized governments take that view in reference to the ownership of private property. Now, as I recollect, the captured and abandoned property act was passed in 1863.

Mr. SIMS. Yes.

Mr. SISSON. Therefore it could not be until along in 1864, wherever the Federal Army was in possession of the means of transportation, that this cotton could be taken. I think, as a matter of fact, practically all of this cotton was taken after January 1, 1865, and by far the greater part of it was taken after June, 1865. I am not absolutely sure, however, but that it might do injustice to a few individuals not to permit them to recover prior to June, 1865.

Mr. BURKE of Pennsylvania. The gentleman will admit that in determining this proposition the question of loyalty ought to be divided into two periods, namely, the period prior to June 1, 1865, and the period subsequent to that. That would be a fair assumption, would it not? When you come to open the doors of the Treasury to a citizen whose claim is based upon his loyalty to that Government, it is fair to assume that he ought to have been loyal at the time the confiscation took place. Is not that true?

Mr. SIMS. Then it ought to apply to all claims.

Mr. BURKE of Pennsylvania. I am catechizing the gentleman from Mississippi [Mr. SISSON], who is eminently able to take care of himself.

Mr. SISSON. So far as my own individual opinion of private property is concerned, I do not believe that one government in making war upon another government would have the right, solely because the citizens of one country feel kindly and feel loyal toward the government of that country, to take their private property. At the time the committee reported the legislation which they hoped would reach this case their idea was that they would begin with June, 1865.

Mr. BURKE of Pennsylvania. Would the gentleman assert that it would be reasonable to take money from the Treasury of the United States to pay for the destruction of property prior to June 1, 1865?

Mr. SISSON. No, sir. I do not believe that a government ought ever or can ever be called upon to pay for the destruction of property, which destruction is an incident to war. In other words, if it becomes necessary for the Government to destroy a house, or to destroy corn or meat or supplies, or property of any kind, although the supplies may belong to a private citizen, I do not believe any government would pay for those supplies whose destruction was necessary, unless at the time of their destruction the officer in charge agreed with the owner, "We will pay you for the property." In some instances that was done in the Southern States.

Mr. BURKE of Pennsylvania. Yes; because of the presumed disloyalty of the individual——

Mr. SISSON. I do not think that ought to cut any figure at all.

Mr. BURKE of Pennsylvania. That is what I want to get at. Does the loyalty or disloyalty of the claimant in this case cut any figure at all as to his right of recovery?

Mr. SISSON. I think it does. I am going to be just as frank as I know how to be, as I try to be with everybody. I do not believe the Federal Government, the Confederate Government, the English Government, the German Government, or any Government should ever profit by the sale of private property which it takes from the citizen during a struggle. I do not believe that ought to be done.

Mr. BURKE of Pennsylvania. No; you say it should not profit by the sale of property taken from the citizen after the struggle is terminated and after the period of disloyalty is consummated. Now, assuming that a citizen prolongs indefinitely the period of disloyalty, would the gentleman say that in that case, in spite of the action of the Federal Government, in spite of the surrender of the Federal Government—suppose the individual continued in his disloyalty and during the period of disloyalty suffered a loss such as is supposed to be covered by this litigation—would he be entitled to recover?

Mr. SISSON. I think he would, and I will give the gentleman my reason. I do not believe, in the first place, that one man can be disloyal to the Government unless you say he is disloyal in his heart, because if one man should become disloyal to the Government he becomes guilty of a crime, and you can punish him in the criminal court. Under our system of government, under our modern system, you can not confiscate the citizen's property.

Mr. BURKE of Pennsylvania. You can confiscate his property if he commits a crime.

Mr. SISSON. Yes; you do that, but you do it by imposing upon him a punishment for committing a crime. The man who committed acts disloyal to the Government could be punished in court and could be fined, and therefore you take his property away from him. But you can not take it by governmental action, by an army going down and taking property, and it ought not to do it solely because the man happens to be disloyal. It should be done by due process of law and not by legislative enactment.

Mr. BURKE of Pennsylvania. The gentleman will understand, of course, that my suggestion as to the commission of a crime has no connection with this case. Of course, I did not intend that it should have any bearing on this case.

Mr. SISSON. I understand that. I think the gentleman and I can come to an agreement.

Mr. BURKE of Pennsylvania. My question is, If the individual subsequent to June 1, 1865, continued in his disloyalty to the Government, would he be entitled to relief under this bill if it became a law?

Mr. SISSON. Well, first I want to understand what is the gentleman's definition of disloyalty. Would it be his disloyalty at heart, or must he manifest it in some act?

Mr. BURKE of Pennsylvania. In some overt act.

Mr. SISSON. If the army is in an organized state, every member of that army would be disloyal up until the moment of its surrender, but the moment the soldier surrendered, took his parole, the moment he agrees to lay down his arms against the Government and go back to his home, that moment that citizen's disloyalty ceases.

Mr. BURKE of Pennsylvania. But not the other citizens who had no connection with the military organization.

Mr. SISSON. That rule would determine the loyalty of every citizen—that the moment he surrenders and his parole is given and he goes home and agrees not to take up arms against the Government. Now, that was the case in 1865.

Mr. BURKE of Pennsylvania. If the citizens, on June 1, 1865, had surrendered, given up arms, made their peace, renewed their devotion to the Federal Government, then they were loyal citizens, and there is no bar in making that allegation and producing the proof as the law exists to-day.

Mr. SISSON. But unfortunately the law is as I read a moment ago.

Mr. BURKE of Pennsylvania. I recollect what the gentleman said. Would the gentleman, in the face of that admission, deny that any allegation of proof of loyalty subsequent to June 1, 1865, would be necessary in order to recover?

Mr. SISSON. So far as I am concerned I would be willing to answer the question, if it could settle the entire controversy and the bill could be passed. As far as I am individually concerned I would be willing to accept that sort of a compromise.

Mr. BEALL of Texas. But does the gentleman from Mississippi understand what that language means—subsequent to June 1, 1865?

Mr. BUTLER. I think the gentleman means prior to June 1, 1865.

Mr. BURKE of Pennsylvania. No; I do not mean prior to June 1, 1865. These claims here are based on the assumption that these citizens were loyal because the war had ended. There was no disloyalty existing there in their hearts or proven by their acts, but at the time of their loyalty in a period of peace the Federal Government confiscated their property, converted the property into money, and placed it in the Treasury, and they are seeking relief through the courts. My question is, If that is the case, and they were loyal, what is there to bar them against making an allegation and proving it?

Mr. BYRNES of South Carolina. Does the gentleman from Pennsylvania favor extending this requirement of loyalty to all claimants against the United States Government for property taken from them?

Mr. BURKE of Pennsylvania. I do not propose to enter into any academic discussion of the claims that have been and will be made against the United States Government.

Mr. BYRNES of South Carolina. I mean a claim arising to-day.

Mr. BURKE of Pennsylvania. This is a concrete proposition, and one of the most important that will arise in this Congress. It is one to which every Member of this House will give his

very best thought. The people who seek to make these recoveries are entitled to recovery if they are loyal and were loyal citizens of the United States and were not at fault and did nothing to defeat the justice of their claims.

Mr. BYRNES of South Carolina rose.

Mr. SISSON. Mr. Chairman, I must decline to yield further at this time. I desire to say to my friend from Pennsylvania [Mr. BURKE] that there is this difficulty about his fixing the period definitely. For example, quite a number of the Confederate soldiers surrendered prior to June 1, 1865. In fact, practically all of the soldiers had surrendered, and nearly all of them were paroled prior to June, 1865. Therefore if during the early part of 1865, after the Confederate Government had gone to pieces, after practically all of Tennessee, all of Mississippi, practically all of Louisiana, practically all of the eastern portion of Arkansas, all of Missouri and all of Kentucky had fallen within the Union lines, and during six months prior to this time this property was being taken, then the citizen who lost his property in the beginning of 1865, who himself had surrendered under that sort of an agreement, would be done an injustice. If we could arrive at the exact moment at which the citizen himself ceased to be disloyal to the Government, I would have no objection myself to fixing that date, but I fear that in many instances an injustice would be done to a great many people who ought to be paid for the cotton which was improperly taken from them.

Mr. BURKE of Pennsylvania. Does the gentleman think the claimant would be entitled to recover if he could not prove his loyalty on June 1, 1865, the day on which his property was taken? Under the suggested amendment, if he were not capable of proving his loyalty on June 1, 1865, the day on which his property was confiscated, does the gentleman think he ought to be entitled to recover? That is the crux of this whole proposition.

Mr. SISSON. I do not know that the gentleman and I could get any closer together than we have already gotten on this proposition. My proposition is that the private citizen should never lose his property so that the other government gets the benefit of his property. I think that is confiscation. To be frank, I think it is confiscation without due process of law. I think it is unjust and unfair. We would like to have all wars nice little affairs, but all wars are cruel. They are terrible. Therefore when a government is prosecuting a war and bombarding a city, it is utterly impossible for the government to direct its shots exactly where they will hit the fellow who is in arms. It is necessary that the government shall prosecute the war to a rapid and successful conclusion. Therefore no civilized government has ever paid for property which was destroyed as an incident of war. Nobody would ask the Federal Government to do it. I think he would be a very peculiar man who would ask the Federal Government to pay for property which was destroyed in the prosecution of a war, but I think it just and fair that if the Federal Government takes a private citizen's property and then goes into the market with that property and sells it and covers the net proceeds of the property into the Treasury, that the Government pay it back to the citizen, even though he had been disloyal. It is just and fair that he get it, even if at the time they took the property he was disloyal. I think the Government should pay him back what it took away from him. I hope I have made my position plain.

Mr. BURKE of Pennsylvania. The gentleman has, and my heart is with the gentleman as a general proposition that the Government should be both merciful and generous in all legislation affecting a period of this kind.

Mr. CARLIN. And just.

Mr. BURKE of Pennsylvania. And just, but the question in my mind, and it is a serious one, is whether or not the Government can go to the extent of paying out of its Treasury money that has been converted into it from the sale of property taken from individuals who were not loyal—who were positively disloyal—at the time the act of confiscation took place.

Mr. SISSON. I can realize fully how the gentleman's feeling would be in reference to this matter—perfectly honest and perfectly fair, as he is just as good as I am—and he can well understand that perhaps I would take a somewhat different view from what he does, maybe due to our peculiar environments and to the history and traditions of the respective sections in which we live, but I appreciate fully the gentleman's position and fairness, and, so far as I am individually concerned, I state without hesitation that if we could settle this matter upon that theory—while I do not agree with the gentleman in all his conclusions—and make June, 1865, the date at which the disloyalty should cease and the loyalty begin and all cotton taken after June, 1865, should be paid for provided the citizen could satisfy the Court of Claims that it was his cotton or that he was the heir to the party whose cotton was taken, I would be willing to settle it just that way if I could, but, of course, I am not in charge of the bill and could not do so.

Mr. WILLIS. I do not want to interrupt the gentleman, but in regard to the question of international law I understood the gentleman to say that if two countries were at war neither one of them would be allowed to make any profit out of the property of a private citizen of the other country. Did I understand correctly?

Mr. SISSON. I think that is true.

Mr. WILLIS. How does the gentleman apply that theory to the well-known doctrine with respect to contraband of war as recognized in international law?

Mr. SISSON. A contraband of war is based upon the doctrine that each government has the right of self-defense; therefore, to deprive the other government of the articles that have been agreed upon is proper, and those articles which are contraband of war now are very much less than articles which were contraband of war in the savage age of the world's history, because in the savage age of the world's history everything could be taken and a private citizen could be sold into slavery and you could bring in triumphant entry into your home a citizen chained to your chariot wheels. But governments have gotten more merciful, governments have become more civilized and have gotten upon a higher plane of thought and action, and it is something that we all ought to be proud of that we are permitted to live in an age when contraband of war has been so much restricted, for only those things which tend to prolong a war and tend to prolong the suffering and tend to prolong bloodshed have been construed to be contraband of war.

Mr. WILLIS. Just one more question. Does the gentleman think that cotton should properly have been considered contraband of war?

Mr. SISSON. Not under any circumstances. For instance, you could not take your cotton and eat it, you could not make powder out of it. Ordinary clothing is not contraband of war, or shoes——

Mr. WILLIS. How about money?

Mr. SISSON. Well, money, of course——

Mr. WILLIS. Now, cotton was money.

Mr. SISSON. I do not think the Confederate money would ever have been contraband of war. But seriously, for I consider the gentleman asked the question in good faith——

Mr. WILLIS. Oh, yes.

Mr. SISSON. There is no question but that cotton when sold to the Confederate Government was a proper contraband of war, because it then became an instrument in the hands of the enemy for the purpose of prosecuting the war, and therefore the Federal Government had the right to deprive the other Government of it. It is upon that theory, upon the theory of justice and in the interest of humanity and for the purpose of preventing bloodshed that the nations have made certain articles contraband of war.

Now, I do not know that there is anything I could say in support of this proposition more than I have said.

The CHAIRMAN. The time of the gentleman has expired.

Mr. SIMS. Mr. Chairman, I will not delay the House but a few minutes——

The CHAIRMAN. May the Chair ask the gentleman is he for or against the bill?

Mr. SIMS. Oh, I am for it.

The CHAIRMAN. It has been tacitly understood that discussion would be alternated, and the Chair would like to know if any gentleman opposed to the bill desires to speak?

Mr. SIMS. I do not know whether the gentleman from Mississippi has used as much time as the gentleman from Ohio or not. I do not desire to use more than 10 minutes in connection with this question of loyalty.

The CHAIRMAN. The Chair will say to the gentleman that he had promised to recognize the gentleman from Mississippi [Mr. CANDLER] after some one had spoken against the bill. If there is no one now desiring to speak against the bill, the Chair feels that he should recognize the gentleman from Mississippi.

Mr. MANN. Mr. Chairman, a parliamentary inquiry?

The CHAIRMAN. The gentleman will state it.

Mr. MANN. How has the time so far been divided?

The CHAIRMAN. The Chair thinks it has been divided equally, barring the fact that the gentleman from Ohio [Mr. WILLIS] did not take his hour as intended.

Mr. MANN. I take it the gentlemen who desire to speak in favor of the bill are entitled to recognition. Did not the gentleman from Mississippi [Mr. SISSON] speak in the time of the gentleman from Louisiana [Mr. WATKINS]?

Mr. SISSON. No; I did not. I spoke in my own right.

The CHAIRMAN. The gentleman from Mississippi was speaking in his own right. There was a tacit understanding. The Chair recognizes the gentleman from Mississippi [Mr. CANDLER].

Mr. SIMS. I did not want over 5 or 10 minutes right on this point.

Mr. CANDLER. Mr. Chairman, it is not my purpose or intention to detain the House for any considerable length of time, but I do feel it is important in discussion of this measure that we get back to the question itself and discuss that for a few moments, and if we can find out exactly what is involved here, then to dispose of this question and eliminate all these side issues that have been injected into it up to the present time.

Now, section 162, which is a part of the Judiciary Code, and which was adopted and approved on March 3, 1911, provides that the Court of Claims shall have jurisdiction to hear and determine the claims of those whose property was taken subsequent to June 1, 1865, under the specifications of the act of Congress approved March 12, 1863, entitled:

An act to provide for the collection of abandoned property and for the prevention of frauds and insurrection in districts within the United States.

And so forth.

And this bill simply provides for adding one provision to that section. That is all there is involved in it, and that provision is simply this:

Provided, That no allegation or proof of loyalty shall be required in the presentation or adjudication of such claims.

When Congress passed this act, section 162 of the Judiciary Code, it was the intention at the time that this money which is in the Treasury of the United States should be refunded to the people to whom it belonged. That was their intention, and it was evident at the time, and there was no question about it. Subsequent to that there has arisen some idea that possibly the question of loyalty is involved. If it had arisen at that time there is no doubt that it would have been incorporated in section 162, because Congress had the power to say that this money that had lain in the Treasury all these years should go back to the people to whom it belonged. That was the purpose, that was what was intended, and that was what was desired. It not having accomplished that beyond question, this idea of loyalty being involved and having arisen, and being presented since, this provision is intended to remove that, no more and no less.

This money has been in the Treasury of the United States for all these years. It belongs to these people who are mentioned in the report of the Treasury Department. They have furnished a list of them, which is included in the Senate document printed in the Forty-third Congress. As to the question of whether it belongs to these people there can be no doubt.

The gentleman from Ohio [Mr. WILLIS] asserted a moment ago in his argument that it belonged to the United States, that it was not a trust fund, but the propery of the Government, and that if these claims were allowed and were paid it would come out of the general funds of the Treasury and would be that much of a charge upon the Treasury of the United States. He is incorrect in that if the Supreme Court is correct, because the Supreme Court has held, in so many words, in the case of Klein, which is decided in Thirteenth Wallace, that this is a trust fund and that the Government of the United States is simply the trustee of these parties, holding the money for the time to arrive when they establish and prove their claim and receive the proceeds arising therefrom.

Mr. WILLIS. Will the gentleman yield?

Mr. CANDLER. Right on that point, yes; I yield with pleasure.

Mr. WILLIS. Has the gentleman considered the Haycraft case, which was a later case than the Klein case, in which it distinctly and clearly says it is not a trust fund? He knows that is held in the Haycraft case. It says so clearly and definitely. I wondered whether his attention had been called to that decision or not. It is a later decision than the one in the Klein case.

Mr. CANDLER. Does it profess to overrule the Klein case?

Mr. WILLIS. Oh, absolutely.

Mr. CANDLER. I do not agree with my friend. In this case it says, in so many words:

We conclude, therefore, that the title to the proceeds of the property which came to the possession of the Government by capture or abandonment, with the exceptions already noticed, was in no case divested out of the original owner. It was for the Government itself to determine whether these proceeds should be restored to the owner or not. The promise of the restoration of all rights of property decides that question affirmatively as to all persons who availed themselves of the proffered pardon.

I am frank to say if that case has been overruled I am not advised of it, and my information is, after investigation made by myself and by others, that it has not been overruled, but is still the law of the land as announced by the Supreme Court of the United States. That being true, the only question which is presented here is whether or not at this late day you will continue to interpose technical objections which have no substance to them in order to prevent the return of the money to these people that is held by the Government of the United States simply as a trust fund, acting as a trustee for these people. I do not believe after all these years that have passed and gone you will continue to resist the return of the money which honestly belongs to these people, but that in these days of peace, plenty, prosperity, and happiness, which is broadcast in the land, we will arise above technicality and do that which is just and which is right, that which ought to have been done a long time ago, in order to meet the standard of justice and the standard of right when it is applied to these people.

The gentleman referred to other bills and stated what was involved in them. There is no bill pending before this House at this time except this little simple bill which is now under consideration, and what may be contained in other bills of course has nothing to do with this bill.

As I said at the outset, the question for us to determine at this time is what is involved in this identical bill itself, and as to whether it is just, and as to whether it is right, and as to whether it should be passed or not, and not to consider in any degree any other bill which may come up hereafter. When such another bill does come up, it will be considered on its own merits and be disposed of as may be just and right at that time. So, I say, let us eliminate everything else and simply take this bill itself into consideration and determine it upon its merits and pass upon the justice of its provisions; and when we shall have done that we shall have discharged our duty.

Now, I do not care to detain the committee further. I simply wanted to call attention to this one proposition which is presented in this bill, and to impress upon the Members of the House the fact that propositions in other bills have nothing to do with this bill at the present time. If these other bills come up later, they will be considered and disposed of when the time arrives for their consideration.

Mr. BURKE of Pennsylvania. Mr. Chairman, will the gentleman yield for a question?

Mr. CANDLER. I will yield for any question that occurs on this point, but I do not care to take up these outside matters.

Mr. BURKE of Pennsylvania. I hope the gentleman does not think that I would attempt to argue an irrevelant question.

Mr. CANDLER. I did not insinuate anything like that.

Mr. BURKE of Pennsylvania. Do I not understand that the gentleman from Mississippi made a very able argument in support of another House bill of this character?

Mr. CANDLER. Will the gentleman please designate the bill?

Mr. BURKE of Pennsylvania. That is the Byrnes bill.

Mr. CANDLER. I have not seen it and do not know its provisions.

Mr. BYRNES of South Carolina. I can inform the gentleman that the bill he refers to has not been considered, and that therefore the gentleman from Mississippi has not spoken upon it.

Mr. CANDLER. I have not seen its provisions, and therefore I could not express my opinion about it.

Mr. BURKE of Pennsylvania. I understood that the gentleman from Mississippi made a very able speech in favor of that bill.

Mr. CANDLER. No, sir. The gentleman from Mississippi made a speech in favor of the consideration of a bill of his own.

Mr. BURKE of Pennsylvania. I know he did make a very able speech in favor of a bill.

Mr. CANDLER. I thank you for insisting I made a "very able speech" on that bill, but the thing I am now seeking to impress upon the House is that we should not consider extraneous matters or other bills that may come up later, but to only consider this bill at this time. The future will take care of itself. [Applause.] We should consider this and dispose of it now, and when we shall have done that, we will have done well. I do not want to detain the House, but again urge upon the Members the importance of considering this bill and disposing of it, and the sooner the better, and thereby we will do tardy justice to patriotic citizens who have waited long, but I hope waited not in vain. [Applause.]

MESSAGE FROM THE SENATE.

The committee informally rose; and Mr. RODDENBERY having taken the chair as Speaker pro tempore, a message from the Senate, by Mr. Crockett, one of its clerks, announced that the

Senate had disagreed to the amendments of the House of Representatives to the bill (S. 6380) to incorporate the American Hospital of Paris, had asked a conference with the House on the disagreeing votes of the two Houses thereon, and had appointed Mr. GALLINGER, Mr. CURTIS, and Mr. MARTINE of New Jersey as conferees on the part of the Senate.

The message also announced that the President pro tempore had appointed Mr. CLARKE of Arkansas and Mr. BURNHAM members of the joint select committee on the part of the Senate, as provided for in the act of February 16, 1889, entitled "An act to authorize and provide for the disposition of useless papers in the executive departments," for the disposition of useless papers in the Department of Justice.

ALLEGATION AND PROOF OF LOYALTY IN CERTAIN CASES.

The committee resumed its session.

Mr. GREEN of Iowa. Mr. Chairman, I was at first opposed to this bill, but on further examination as to the title of this property I am led to favor it.

I wish to speak now very briefly concerning it, because I think a misapprehension rests upon the minds of many Members on this side of the House as to the status of the title of this property. This money is not the property of the United States. This property, of which the proceeds have been paid into the Treasury of the United States, has never been confiscated. The title to it has never been divested. It is still held in trust for the owners, and it never can become the property of the United States or be made available to the people of the United States except by some further act of confiscation at this late date.

Now, that is the precise holding in the Klein case, which has been cited by the gentleman from Ohio [Mr. WILLIS], who has so vigorously opposed this bill, and yet I doubt very much whether he would be ready at this time to advocate the passage of any further act of confiscation.

Mr. BUTLER. Then, Mr. Chairman, it will require a law, as I understand it, to make it the money of anybody?

Mr. GREEN of Iowa. It would, most assuredly.

Mr. WILLIS. Mr. Chairman, is the gentleman aware that in the Young case, which I mentioned a moment ago—the stenographers have the transcript now in hand, otherwise I could quote the passage—the court says definitely that the bonds to which reference is made are not a trust fund, but belong absolutely to the Government of the United States? That is what the Supreme Court says in the Young case, quoted in the Brandon case.

Mr. GREEN of Iowa. I think the gentleman refers to a case based on altogether different facts.

Mr. WILLIS. No; that is the case.

Mr. SISSON. I do not want to interrupt the gentleman, but I think the gentleman from Ohio is referring to the contention that is made, that where cotton was sold to the Confederate Government and none of the proceeds ever went into the hands of the original vendor of the cotton, then the Confederate Government became the trustee of the vendor, and the court held that that was not true, that it was the absolute property of the Confederate Government. That, however, has no application to the cases that would come under this bill.

Mr. GREEN of Iowa. I think the gentleman from Mississippi is absolutely correct, as will be found from an examination of the case. I wish to read to the House the holding in the Klein case. The syllabus says that—

> The act of March 12, 1863, to provide for the collection of abandoned and captured property in insurrectionary districts within the United States, does not confiscate or in any case absolutely divest the property of the original owner, even though disloyal.

And in the dissenting opinion in that case, in which, however, the dissent was based on grounds which are not material to the discussion now being carried on, the author of the dissenting opinion says:

> If I understand the present opinion, it maintains that the Government, in taking possession of this property and selling it, became the trustee of all the former owners, whether loyal or disloyal, and holds it for the latter until pardoned by the President, or until Congress orders it to be restored to him.

Now, as has been so often said here, more than a generation has elapsed since the Civil War. The passions which were aroused by that great struggle have subsided, if they have not totally disappeared. The bitterness which was brought about by it has died away. In my judgment it is too late now to originate any new punishments for the acts which were committed at that time. The mantle of charity, if nothing else, ought to be thrown over all of the deeds done at that time. [Applause.] We ought not now to bring up these questions in this manner, which would enlarge rather than restrict the doctrine of confiscation for acts done in time of war, but, on the contrary, we should now say that peace has so long prevailed that the time for punishment for the acts done in those days has passed, and that they ought to be forgotten.

As I said before, this act takes nothing from the Government. It takes nothing out of the Treasury except in the sense that when a man draws a check on his own account in a bank he removes money from it. In such a case it is money which belongs to him. This money now in the Treasury can never be used by the people of the United States, can never belong to them without some further act of Congress, and I do not believe there is a man in the House who would countenance any action of that kind. [Applause.]

Mr. SIMS. Mr. Chairman, I do not wish to take very much time, but I want to explain first, as I think I can, why there are two bills here substantially for the same purpose, one the Byrnes bill and the other the bill under discussion. The Byrnes bill was introduced and referred to the Committee on War Claims, reported by that committee, and went on the calendar. Speaking for myself, and I think I can speak for every member of the committee, we did not even know that the present bill had been introduced. I do not know what the fact is with reference to the Committee on the Revision of the Laws, but it is quite probable that it did not know that the War Claims Committee had a similar bill, and therefore two bills have been reported by two different committees for substantially the same purpose, each bill having been properly referred. In other words, the committees having jurisdiction could have acted in each case.

Some amendments may be offered to this bill when we reach that stage, but if this bill becomes a law it is not my purpose as chairman of the Committee on War Claims, nor do I think it is the purpose of the gentleman from South Carolina [Mr. BYRNES] to press that bill for passage at all, it being practically for the same purpose. I say this to remove the idea that there was a "system" by which a number of bills were to be passed, one to accomplish one purpose, another another, and each to dovetail into a general system by which money could be gotten out of the Treasury which otherwise could not be taken out of it.

On the question of loyalty I wish to be heard for a few moments. Before the Civil War the Court of Claims was open to the people of the South as well as to anybody else to assert claims against the Government of the United States; but when certain States were declared to be in a state of insurrection and war, the people of those States were not permitted to bring suit in the Court of Claims, but exception was made that persons bringing suit in the Court of Claims must prove their loyalty as a jurisdictional fact in order to get into the court at all. Even now the court will not hear any proof whatever on the merits of a claim, when the question of loyalty applies, until that question is settled by the court.

It is jurisdictional. If the court finds against the loyalty of the claimant there is no use in taking any proof in reference to the value of the property.

Now, with reference to the act of 1863, I did not know that the gentleman from Iowa [Mr. GREEN] was going to refer to the decision he has, but I am glad he did so, for I intended to do so myself. I understand the decision read holds that the question of loyalty has no relation to the title of the Government to captured and abandoned property, and holds same in trust for the true owners.

Mr. MANN. Will the gentleman yield?

Mr. SIMS. Certainly.

Mr. MANN. The gentleman does not wish to make an erroneous statement?

Mr. SIMS. Not at all.

Mr. MANN. The gentleman from Tennessee must be familiar with the fact that under the act of 1863 no person could recover in the Court of Claims who had given aid and comfort to the rebellion.

Mr. SIMS. I understood the decision of the court which was read held that captured and abandoned property, under the act, was not the property of the United States.

Mr. MANN. But the gentleman's statement was that the act did not have anything in it as to a question of loyalty.

Mr. SIMS. Now this bill, I think erroneously, limits the claims arising under it to June 1, 1865. I think it ought to apply to all of them because the bugaboo of Confederate ownership of the cotton has nothing in it. In order to recover the claimant must prove his ownership. It would be an absolute defense to show that the Confederate Government owned the property or that an individual owned it other than the claimant. That is a positive requirement of the owner of a property in any suit, to show title is in himself. Consequently the bugaboo that a large amount of this cotton did belong to the Confederate Government has nothing to do with this matter and could not be paid for under this bill.

What is loyalty? Mere negative do-nothing loyalty does not count for anything in the court; it is the loyalty that is active and affirmative, loyalty that can be shown and proved by affirmative acts. But I want to say that it was a much harder matter to be affirmatively loyal in the South than it was north of the Ohio River. More penalty and more misfortune might follow an act of loyalty in the South than it would in the North. In the North a man might get some credit for it, and at heart hope that the Confederates would win. Some men in the South may have failed to show any affirmative evidence of loyalty when, perhaps, in their hearts they were very loyal. We should look at the surrounding circumstances at the time that the property was taken. But the court has held that loyalty must be established by affirmative acts. The gentleman from Pennsylvania wants an amendment to this bill so that a man should show loyalty by an affirmative act after 1865. When the war was flagrant in the Southern States the presumption was that all were disloyal who lived in those States, consequently he wants the benefit of it and the applicant must prove his loyalty. Now, does the gentleman from Pennsylvania want a statute that any party suing for property taken after June 1, 1865, must prove by affirmative acts his loyalty in order to go into the court of the country or the Nation that took the property? Such an amendment ought not to be tolerated for a moment. The presumption is, after the war was over and all armed bodies of men opposing the Government had surrendered, and men who had shot at each other in battle were at home plowing the fields, that then a man could go into the court without establishing affirmatively that he is still loyal or that he has been loyal all the time, or loyal at all. I am surprised that the liberal-minded gentleman from Pennsylvania would advocate an amendment of that kind to a bill; that a person whose cotton was taken after June 1, 1865, should as a condition precedent have to prove that he is or was loyal. You might as well say now that he would have to prove a condition of loyalty in order to go into the courts. The general presumption should be that every man is loyal until proof shows the contrary, and he should not be required to assert it in his petition.

Mr. BURKE of Pennsylvania. Mr. Chairman, will the gentleman yield?

Mr. SIMS. Certainly.

Mr. BURKE of Pennsylvania. Is not that very presumption which the gentleman now mentions, that every man once having been disloyal continues to be disloyal, the basis of the necessity for this bill? And if that presumption did not exist, would this bill be in the House to-day?

Mr. SIMS. The gentleman's presumption——

Mr. BURKE of Pennsylvania. But it is not my presumption. It is the presumption on which this measure is predicated.

Mr. SIMS. The law which the bill is intended to amend provides that the claimant must prove loyalty throughout the war.

Mr. BURKE of Pennsylvania. The gentleman now is discussing my proposed amendment.

Mr. SIMS. Yes. I mean the law as it now stands provides that he must assert and prove loyalty during the Civil War.

Mr. BURKE of Pennsylvania. If he is presumed to be loyal on the 1st day of June, 1865, and, as a matter of fact, he is loyal, what harm can there come from inserting that amendatory provision in this bill?

Mr. SIMS. If there is a general presumption in favor of his loyalty, why the requirement that he shall prove that he is loyal?

Mr. BURKE of Pennsylvania. If there is a general presumption in favor of loyalty, why is this bill here at all?

Mr. SIMS. Because it is to amend a law that says his loyalty must be proven throughout the Civil War.

Mr. BURKE of Pennsylvania. Then it is to fix definitely his status before the Court of Claims, is it not; and if the purpose is to fix it definitely, why not insert the date?

Mr. SIMS. This is to waive the question of loyalty as a defense for property taken after June 1, 1865, and has nothing to do with the condition of a citizen who had property taken after that time occupied prior to that time, and the gentleman from Pennsylvania wants to amend this bill by requiring the citizen whose property is taken after all reason and cause for being disloyal has ceased to prove that he was a loyal citizen at the time it was taken.

Mr. BURKE of Pennsylvania. The gentleman wishes to amend the bill so as to carry out the very provision that the gentleman from Tennessee says exists as a matter of fact, and that is that the citizen was loyal on and after June 1, 1865, and that because he was loyal then he is entitled to recover, and should not suffer because of the act of the Federal Government. The gentleman and I do not disagree in one iota except as to the insertion of this date.

Mr. SIMS. If there is a general presumption of loyalty, then there is no need of making proof of the general presumption as a jurisdictional fact.

Mr. BUTLER. When does that presumption arise?

Mr. SIMS. We propose to make it arise from and after the 1st of June, 1865—from that date on.

Mr. BUTLER. It does not arise when the war was legally held to be ended?

Mr. SIMS. For some purposes, as has been expressly stated here, August 20, 1866, was declared by act of Congress to be the end of the war, but does the gentleman from Pennsylvania want the whole country to think, and the people who follow us and read our history to think, that we became loyal only or ceased to be disloyal after August 20, 1866?

Mr. BUTLER. No; I do not want anything of the kind.

Mr. SIMS. Then why, as a jurisdictional fact, does the gentleman want citizens of the United States south of the Ohio River, or those residing in the States in insurrection, to prove loyalty in order to go into a United States court to recover property taken after the war had ended but prior to August 20, 1866? It would simply be practically making the legislation useless to put in this requirement. To compel a man whose property was taken after June 1, 1865, to go to court and allege that he was loyal from that time on, and compel him to prove that before he can take one syllable of proof as to the value of the cotton taken, would be to make the legislation useless.

Mr. BURKE of Pennsylvania. Would it be useless if the claimant were capable of proving that fact absolutely?

Mr. SIMS. If he were capable of proving the fact, he could recover his claim. Was not almost every man north of the Ohio River during the war capable of proving his loyalty? And yet we do not require that of him.

Mr. BURKE of Pennsylvania. But there is no sectional line drawn in this bill, and there is no reference to it at all.

Mr. SIMS. The facts of history draw it.

Mr. BURKE of Pennsylvania. The facts of history might draw it.

Mr. SIMS. And the law requiring proof of loyalty may draw it.

Mr. BURKE of Pennsylvania. The gentleman now, by this legislation and by his admission on the floor of this House, has established a period during which he admits there was an active hostility and a real disloyalty and after which there was no hostility, and after which there was peace, harmony, love, and devotion to the Republic; and during that latter period, he says, it is an imposition to compel the individual to state as a matter of fact in his pleading that he was loyal on the day after the war and on the day his property was confiscated for which he desires compensation from the United States.

Mr. SIMS. I do so, and think it is a reflection on him. The presumption is that, outside a state of hostility and war, all people are loyal to the flag under which they live; and to say that a citizen of the United States has to prove loyalty to the Nation before he can go into a court to have his grievance adjusted is a reflection upon every person to whom such a law can apply. You might prove it as a defense that a man was an outlaw and no longer entitled to go into the courts of the country, but I know of no such defense.

Mr. BUTLER. If the gentleman will permit, I am not asking the gentleman for the purpose of asking questions——

Mr. SIMS. I know that.

Mr. BUTLER. I wish to ask why the 1st of June is fixed?

Mr. SIMS. We have fixed this arbitrarily because of the fact, as the gentleman knows, there was no state of organized insurrection or a state of war after that time, and it seems to me absolutely, with all due respect, to be raising a technical defense against just claims to require anything of the sort. It is wholly unnecessary and useless. I do not care even if he was a Confederate soldier who came home and raised the cotton and it was taken from him after June 1, 1865, even if he was a paroled soldier, to say that he must go into court and affirmatively allege that he had not violated the terms of surrender, in order to have a standing in the court, is wrong. Much of this cotton was planted after the war ended, and harvested, and it was taken after the war was ended.

Now, I am like the gentleman from Mississippi as to the property bought by the Confederate Government to which title had passed. I do not see there is any reason, unless as a matter of charity, that we should pay those claims, and this bill does not provide anything of that sort. I do not know how many of these claims are left unpaid, but the Attorney General seems, from the communication read by the gentleman from Ohio [Mr. WILLIS], to speak about depriving the Government of the defense of limitations. There is not a man in this House who will plead the statute of limitations to any admitted liability against himself.

Mr. BUTLER. Will the gentleman inform me—this fund was originally about $25,000,000 or $26,000,000?

Mr. SIMS. I do not know how much it was.

Mr. BUTLER. The gentleman can not state?

Mr. SIMS. About $10,000,000 is my recollection.

Mr. BUTLER. A reduction has been made in it?

Mr. SIMS. Yes.

Mr. BUTLER. Can the gentleman tell how that reduction was made upon proof of claims against it?

Mr. SIMS. By payment of claims out of it.

Mr. BUTLER. Was loyalty in the case of those claims insisted upon?

Mr. SIMS. I can not answer positively about that.

Mr. BUTLER. The gentleman does not know?

Mr. SIMS. No, I do not; but I will say there is not a man who will plead the statute of limitations to an admitted liability. There is not a gentleman in this House who would as a man do a thing of that sort. Why would he get up here and ask that the Government of the United States should have a lower standard of honor than the citizenship of the United States? Here are these claims paid into the United States Treasury. They are there now. As the gentleman from Iowa [Mr. GREEN] showed, the Government has no title to the money, but is the mere custodian of it, and yet the Attorney General of the United States wants to plead the statute of limitations as a custodian.

Mr. GREEN of Iowa. I will say the statute of limitations was removed by the statute to which this is an amendment, and it is put in this statute simply to make all in one statute, but the limitation was removed by a previous statute.

Mr. BURKE of Pennsylvania. Does the gentleman regard the pleading of the statute of limitations as an evil?

Mr. SIMS. I would regard any man or any government pleading the statute of limitations to an admitted liability as being morally wrong.

Mr. BURKE of Pennsylvania. Then, if that is true, is it not a greater evil to establish a statute of limitations, which the gentleman does in this bill?

Mr. SIMS. No, sir.

Mr. BURKE of Pennsylvania. If the claim is just, why establish a limitation at all, as he does in this bill, after January 1, 1915?

Mr. SIMS. I am not in favor of it, and it is not in the bill that the Committee on War Claims reported.

Mr. BURKE of Pennsylvania. If it is an evil here, does the gentleman defend it at all?

Mr. SIMS. The gentleman as a lawyer understands the policy of the statute of limitations.

Mr. BURKE of Pennsylvania. I do not see any evil in it.

Mr. SIMS. There is an evil in it when you recite it in a case where the person is sued sui juris.

Mr. BURKE of Pennsylvania. If these claims are right, why should any man be limited to any period of time for the recovery?

Mr. SIMS. I am not in favor of it.

Mr. BURKE of Pennsylvania. Will the gentleman move to amend the bill accordingly?

Mr. SIMS. I will be glad to vote for such an amendment.

Mr. BURKE of Pennsylvania. I will be glad to see you do it.

Mr. SIMS. I will be glad to strike it out. The object of the statute of limitations is to quiet titles and cause people to settle matters while they are fresh in the minds of everyone, and to avoid perjury or temptation to perjury. If these claims had to be proven by witnesses at this late day, the temptation of interested parties to color their testimony and swear falsely would be so great that the House ought to hesitate to open the doors of the courts to them, but when the money has been in the Treasury of the United States so long that the memory of man runneth not to the contrary——

Mr. BURKE of Pennsylvania. And the loss to the owners of that money——

Mr. SIMS. Yes; and the loss to those who were reported to the Treasury as being the ones who lost it. The Treasury has had it long enough that, if it had been put out at simple interest, it would have doubled two or three times, and with the amounts admitted, shall we, representing the people of the United States, refuse to open the doors of the courts to persons who own this property and those persons who will have to establish their cases according to the law and rules of evidence as required by the Court of Claims?

Mr. GREEN of Iowa. Will the gentleman yield for a moment?

Mr. SIMS. Certainly.

Mr. GREEN of Iowa. On that question of the statute of limitations, section 162, which is amended and reenacted, or proposed, rather, to be amended and reenacted by this bill, provides that full jurisdiction as given to the court to adjudge said claim, any statute of limitations to the contrary notwithstanding. This is not a new provision at all, so far as the statute of limitations is concerned. It is simply put in to make the clause complete.

Mr. SIMS. I understand that; but the gentleman from Ohio [Mr. WILLIS] very eloquently argued the benefit of the statute of limitations, and he seemed to be borne out by the Department of Justice saying it would remove a defense which now existed.

Mr. COX of Indiana. I would like to ask the gentleman a question for information.

Mr. SIMS. Certainly.

Mr. COX of Indiana. I heard a great deal here about the names of certain claimants in some document. Have those claims been adjudicated by the Court of Claims?

Mr. SIMS. No; it simply gives them the opportunity to go there.

Mr. COX of Indiana. That opens the doors?

Mr. SIMS. That opens the doors.

Mr. COX of Indiana. Is this bill on the part of these claimants introduced because the law has already cut them out?

Mr. SIMS. It is for those who did not file while the law permitted filing. They have been shut out, of course.

Mr. FOWLER. Is there any other fact in the way of making out these claims except the requirement that proof of loyalty shall be made by the claimant?

Mr. SIMS. I think that is all.

Mr. FOWLER. And when that is proved, then that gives the claimant an opportunity to make his proof complete. Is that true?

Mr. SIMS. In the Court of Claims. That is my understanding.

Mr. Chairman, I did not aim to occupy as much time as I have, as this bill is still to be considered under the five-minute rule; but I hope that neither the gentleman from Pennsylvania [Mr. BURKE] nor any other gentleman will offer an amendment that will require anybody to prove loyalty in order to recover for property taken subsequent to June, 1865, as a jurisdictional fact that must be established before they can even submit the evident merits of their claims to the consideration of the court.

Mr. BURKE of Pennsylvania. With reference to the last suggestion of the gentleman from Tennessee [Mr. SIMS] and the remarks of the gentleman from Iowa [Mr. GREEN], we are not concerned as to what particular fund this money is applied in the Treasury of the United States, so long as it remains there. The question before this committee is, Shall it be removed from the Treasury; and if so, by whom? And the question in my mind is, as this appears to be advanced as an equitable proposition, whether or not the individual who seeks the removal of that money from the Treasury of the United States to his own pocket shall do so with clean hands.

It is perfectly obvious to me that there can be no legitimate objection whatsoever to the amendment that I have suggested, and to which the gentleman from Tennessee [Mr. SIMS] has so vigorously objected. He says, in substance, that it would be an insult to compel any man south of Mason and Dixon's line to make an affidavit as to his loyalty. Mr. Chairman, the absurdity of that argument is apparent from the fact that every Member of this House, the gentleman from Tennessee included, when he entered this House at the beginning of this session, and at the beginning of every session since he has rendered able service in the American Congress, has raised his hand before the Speaker and took the oath that he would be loyal to and defend the Constitution of the United States. Was there any insult, either actual or implied, in compelling Members from the North and South to do that? Was there anything degrading in it? Was there anything humiliating? And if a Member of the House of Representatives, chosen by his people to perform the high function which we are sent here to perform, can do so without surrendering his honor or his self-respect, why can not a claimant who seeks to place his hand in the Treasury of the United States go at least to that extent without being humiliated or being deprived of any inherent rights as a citizen?

The gentleman from Tennessee says we are living now in a period in which the war should be forgotten. Every American should subscribe to that suggestion, and I will go one step further and say that it was the duty of every man who now seeks to drain the Treasury of the United States to have forgotten the war after June, 1865, and if he did not forget the war and prolonged his antagonism to the Government, and if during that active hostility to the Government his property was confiscated as an incident of that war or that antagonism, he can not come to-day to the Treasury of the United States with

clean hands and is not entitled to the equitable relief which is sought to be granted by this measure.

Mr. GREEN of Iowa. Mr. Chairman, will the gentleman yield?

Mr. BURKE of Pennsylvania. Very gladly.

Mr. GREEN of Iowa. Does the gentleman mean to say that the oath now required of Members of this House goes further than the oath now required of these claimants under this statute to enable them to recover?

Mr. BURKE of Pennsylvania. I did not. The oath required in the amendment which I have suggested appertains to the loyalty of a citizen in a time of peace in this country, when, as the gentleman from Iowa and the gentleman from Tennessee declare, every citizen was presumed to be loyal; and if he was presumed to be loyal, I am willing to have the presumption coincide with the fact that he was loyal, and I want the record to show it. Every Member of this House is presumed to defend and support the Constitution of the United States, and I am willing in that case to have the presumption and the actuality harmonized and encouraged by taking my official oath. And inasmuch as we do take that oath in accordance with law and custom, I can see no humiliation, no surrender of my rights, no detraction from my dignity in appearing before the Speaker and taking the oath to which I referred.

Mr. GREEN of Iowa. With the gentleman's permission, I would inquire a little further, if the gentleman thinks it would be proper to require Members of Congress to take an oath similar to the one required of claimants under this statute?

Mr. BURKE of Pennsylvania. I would say that if a Member of the House were seeking to take from the Treasury of the United States money based upon a transaction 50 years old, at a time when his loyalty to the Republic may have been in question, it would be perfectly proper to compel him to make the declaration that at the time of the act complained of he was loyal to the Union and entitled to relief at that time, because if he was not entitled to relief at the hour of the confiscation he is not entitled to relief now, nor would he be 100 years from now.

Mr. GREEN of Iowa. If the gentleman puts it on that ground, is he not aware that under the laws of nations the property of noncombatants is, as a rule, exempt from seizure?

Mr. BURKE of Pennsylvania. That may possibly be.

Mr. GREEN of Iowa. And that this provision as to proof of loyalty goes much beyond that.

Mr. BURKE of Pennsylvania. But the proposed amendment only states that he was a noncombatant on June 1, 1865.

Mr. GREEN of Iowa. Oh, no; it goes much further than that.

Mr. BURKE of Pennsylvania. It simply states that he was loyal in June, 1865. To be disloyal involved the same offense as being a combatant. There is no question about that. The disloyalty is established by his attitude toward the Government at that time. The gentleman will not contend that if he was disloyal at the time, whether it was in bearing arms or in giving aid and comfort to another enemy of the Republic, it would make any difference. If he was disloyal at noon on the 1st day of June, 1865, and at noon on the 1st day of June, 1865, the Government confiscated his property, as an incident to and during his disloyalty, he is not entitled to relief. There can be no hardship in compelling him to state what my friend says is an obvious fact, that he was loyal on that date and that he then sustained and was then maintaining the same status of loyalty to the Government as the gentleman from Tennessee [Mr. SIMS] and the gentleman from Iowa [Mr. GREEN] now sustain with reference to the Government and with reference to this House.

The gentleman says it is a shame and an imposition upon citizens of this Republic that the Attorney General should plead the statute of limitations after half a century of time has passed, during which time the party to which he belongs has been in control of the Government. Yet now at this time the gentleman from Tennessee [Mr. SIMS] and the proponents of this bill establish a statute of limitation in the very act now pending before the committee.

Mr. GREEN of Iowa. Will the gentleman yield for a question?

Mr. BURKE of Pennsylvania. Yes.

Mr. GREEN of Iowa. Is not the gentleman aware that this bill does not bring forward the statute of limitations, but that it was in the statute and is there now without this bill?

Mr. BURKE of Pennsylvania. The gentleman knows that in italics on the first page, in the second section of this bill, there appears a provision which in itself is a statute of limitation, and which in itself controverts the argument of the gentleman from Iowa [Mr. GREEN] and of the gentleman from Tennessee [Mr. SIMS] that a statute of limitations should never work in behalf of a government against a citizen of that government. If it should work in this case and in this measure, which they propose and which the gentleman from Iowa advocates, why should it not in a greater degree obtain with reference to an act occurring nearly 50 years ago?

Mr. SISSON. In view of the fact that the clause relating to loyalty has always been in the laws since the Civil War, does the gentleman think it quite fair to say that the Government ought to invoke the statute of limitations, when the parties have been prevented by that very statute from bringing the suit?

Mr. BURKE of Pennsylvania. The contention of the gentleman from Tennessee [Mr. SIMS] is that it is fundamentally improper for the Government to plead the statute of limitations against a citizen and an innocent claimant.

Mr. SISSON. I do not know that I go quite so far as the gentleman from Tennessee does, but in this particular case——

Mr. BURKE of Pennsylvania. I do not believe the gentleman from Mississippi will go that far. I have not found any two gentlemen, advocates of this bill, who did agree.

Mr. SISSON. But in this particular case the fact that the citizen could not bring the suit would be at least an extenuation and a reason why he had not brought it prior to that time.

Mr. BURKE of Pennsylvania. There have been 50 years of legislation and legislative bodies during which that statute could have been removed.

Mr. SISSON. Will the gentleman yield again?

Mr. BURKE of Pennsylvania. Yes.

Mr. SISSON. The gentleman realizes that the temper of the country in former times was entirely unlike the temper of the country now; and he realizes also that we sometimes, perhaps unwisely, take advantage of certain situations in politics that we would not take advantage of in business with each other. And, while it is not necessary to discuss that condition which formerly prevailed, we are all happy that that condition does not now prevail.

Mr. BURKE of Pennsylvania. There is no gentleman more happy over the realization of what was once a dream and is now a reality than the gentleman who has the floor; and the gentleman from Pennsylvania, who has the floor, had the honor to present to the House the bill appropriating a quarter of a million dollars to bring about and perfect the great reunion on the battlefield of Gettysburg, in which we hope every Confederate veteran will join with the boys in blue who fought against them in former days. [Applause.]

Mr. SISSON. In answer to what the gentleman said about the reunion, I want to say that I believe that all Confederate soldiers are going to be there that can get there. [Applause.]

Mr. BURKE of Pennsylvania. I hope the gentleman from Mississippi will come along. I will state further that, much to my gratification and State pride, the Commonwealth of Pennsylvania has done her share and will do more to carry out the program both from the standpoint of the treasury and that of hospitality which the gentlemen of the South are so much entitled to. [Applause.]

Now, the fact that this statute of limitations has existed during all this period to my mind, instead of being a basis of criticism, is a vindication of it, because it has been sanctified by the seal of 40 or 50 years of approving history during which men have considered it probably in every Congress, if not formally, at least they have in their minds.

The fact that it has never been removed and still remains the law is in itself a vindication of its right to exist, and if its right to exist in that form and in the form of the amended bill before us is vindicated, what justification can there be for the criticism directed against it by the gentleman from Tennessee?

Mr. GREEN of Iowa. Why does the gentleman from Pennsylvania say that the bar of the statute was never removed when it was removed by a clause in the revised code?

Mr. BURKE of Pennsylvania. I find there is a conflict between gentlemen advocating the bill. The gentleman from Tennessee says the statute of limitations did and does exist, and now the gentleman from Iowa proposes to show that it has been removed and does not exist. I am at a loss to reconcile the arguments of gentlemen behind the bill. I am willing to agree with the gentleman from Iowa if his statement stands alone, and I only disagree with him to the extent that I am justified by the gentleman from Tennessee saying that the statute does exist and that it is to remove that statute practically that this bill is proposed.

Mr. GREEN of Iowa. I hold the authority in my hand, which the gentleman can examine, or I will read it to him.

Mr. BURKE of Pennsylvania. I will take the gentleman's statement of fact, or any statement of facts he may make on this floor. We may disagree on a legal proposition, but I state again that I find the gentleman from Iowa and the gentleman

from Tennessee in wholly irreconcilable positions. That is my misfortune, because I would like to have the light of both their torches blaze my way.

Mr. SISSON. If the gentleman from Pennsylvania will pardon me, I did not hear what the gentleman from Tennessee said, but if he made the statement that the statute of limitations now interferes, he is entirely mistaken, because the civil code repealed the statute of limitations in reference to these claims.

Mr. BURKE of Pennsylvania. If that is true and the statute of limitations does not exist, then what justification is there in the complaint of the gentleman from Tennessee that the Attorney General of the United States has committed an unjust act in pleading the statute of limitations in these cases?

Mr. SISSON. I did not hear the gentleman's statement; but the only trouble now in the way of these claims is the question of loyalty.

Mr. BURKE of Pennsylvania. That is very true; and I say at this time that any man who seeks to take from the Treasury of the United States under circumstances similar to this, who hesitates to admit his loyalty to the Nation on the date of the confiscation, whether he hesitates because of the fact, or because of false pride, or from any other motive, is not entitled to recover a copper from the Treasury of the United States.

Mr. MANN. Mr. Chairman, I would like to make a suggestion to the gentleman from Louisiana. I desire to address the House at some length on this bill, and I know that there are a number of Members who are anxious to attend the river and harbor convention. I would like to ask the gentleman from Louisiana whether it would be possible for us to make some agreement as to the closing of debate on the next calendar Wednesday and adjourn now?

Mr. WATKINS. If we can agree on a limit for general debate I should be glad to do so. If we can agree upon a limit of one hour I will be willing to let the bill go over.

Mr. MANN. I would like to have one hour myself.

Mr. WATKINS. Well, make it two hours, then.

Mr. MANN. There has not been much time taken by those in opposition to the bill, and I am willing to agree to two hours.

Mr. WATKINS. Mr. Chairman, I move that the committee do now rise.

Mr. SISSON. It is understood, is it, that two hours will be agreed upon in the House?

Mr. MANN and Mr. GARNER. Yes.

Mr. RODDENBERY. Mr. Chairman, I did not hear the tentative agreement between the gentleman from Louisiana and the gentleman from Illinois.

Mr. WATKINS. Quite a number of Members want to attend the river and harbor convention, and a number of Members requested me to give them an opportunity to be away from the House. I did not care to insist on their presence here during the debate, but if we can get an agreement to close debate in two hours I am willing to let the bill go over.

Mr. RODDENBERY. Mr. Chairman, in view of the fact that the Rules Committee have agreed to bring in a special rule permitting consideration of the immigration bill without reference to Calendar Wednesday, I see no objection. But if the Committee on Rules does not propose to bring in a rule of that kind I think we ought to expedite this matter now so that we may reach the bill on Calendar Wednesday notwithstanding.

Mr. MANN. Mr. Chairman, I will say to the gentleman from Georgia [Mr. RODDENBERY], agreeing with him as to the procedure, that if the House should be disposed to proceed to-night I should follow his example and make the point of no quorum, so that I might have some Members present to whom I could address myself.

Mr. GARNER. Mr. Chairman, may I suggest to the gentleman from Georgia that this is in the interest of the expedition of this bill to final conclusion. An agreement in the House to limit the debate to two hours and then take the bill up for consideration under the five-minute rule would be as short a time as one could possibly get consideration of the bill if some one saw proper to insist upon another course.

Mr. RODDENBERY. But that carries this bill over until next Wednesday.

Mr. GARNER. That is true.

Mr. RODDENBERY. Of course if the Committee on Rules should, according to the letter of the chairman, bring in early this session a special rule to consider the immigration bill, then the immigration matter is not relevant to this subject. However, Members, even new Members like myself, with a small smattering idea of procedure, realize and well recognize that it is but dilly-dallying with legislation and trifling with the people to delay for two or three weeks consideration of the immigration bill and then to pass it with great gusto and let it die in conference or in the Senate. I do not want to be a party by acquiescense, by silence, or by inaction to any procedure that is putting up buncomble on the people of this country by going to them and saying we have passed the immigration bill when we know it is passed under such conditions that it is deader than Hector. That is all I was asking about—to get the information. Of course I presume the Committee on Rules will bring in the special rule, according to written promise.

Mr. GARNER. If the gentleman from Georgia will permit, if he objects to the agreement to limit debate to two hours, carrying the bill over until next Wednesday, unless he had a majority to enable him to rise and limit debate by a vote of the House he would be unable to accomplish his purpose in any event.

Mr. RODDENBERY. Of course most of my preliminaries have been carried on in recent days without a majority being in accord with me. We have long ago abandoned the idea of proceeding with a majority on these matters, especially just before an election and right after an election.

Mr. MANN. Do I understand the gentleman will object to the arrangement made?

Mr. RODDENBERY. Oh, not at all, because I can not anticipate that the Committee on Rules will not bring in a special order for the immediate consideration of the immigration bill.

Mr. MANN. I think myself that the committee ought to, although I am not a member of that committee.

Mr. WATKINS. Mr. Chairman, I move that the committee do now rise.

The motion was agreed to.

The committee accordingly rose; and the Speaker having resumed the chair, Mr. RUCKER of Colorado, Chairman of the Committee of the Whole House on the state of the Union, reported that that committee had had under consideration the bill (H. R. 16314) to amend section 162 of the act to codify, revise, and amend the laws relating to the judiciary, approved March 3, 1911, and had come to no resolution thereon.

Mr. WATKINS. Mr. Speaker, I ask unanimous consent that general debate on the bill (H. R. 16314) to amend section 162 of the act to codify, revise, and amend the laws relating to the judiciary, approved March 3, 1911, be limited to two hours, to be divided equally, one half to be controlled by myself and the other half by the gentleman from Illinois [Mr. MANN].

The SPEAKER. The gentleman from Louisiana [Mr. WATKINS] asks unanimous consent that general debate on the bill H. R. 16314 be limited to two hours, one half to be controlled by himself and the other half by the gentleman from Illinois [Mr. MANN]. Is there objection? [After a pause.] The Chair hears none, and it is so ordered.

LEGISLATIVE, EXECUTIVE, AND JUDICIAL APPROPRIATION BILL.

Mr. JOHNSON of South Carolina, by direction of the Committee on Appropriations, reported the bill (H. R. 26680) making appropriations for the legislative, executive, and judicial expenses of the Government for the fiscal year ending June 30, 1914, and for other purposes, which was read a first and second time, and, with the accompanying report, referred to the Committee of the Whole House on the state of the Union and ordered printed. (H. Rept. 1262.)

Mr. MANN. Mr. Speaker, I reserve all points of order on the bill.

The SPEAKER. The gentleman from Illinois reserves all points of order on the bill.

Mr. MANN. Mr. Speaker, I would like to make an inquiry of the gentleman from South Carolina. First, I should like to compliment the gentleman and his committee on being able to report this bill so early in the session. I would like to inquire of the gentleman if it is the intention to have the bill printed as some appropriation bills were printed last year—to show the amounts in figures instead of in words?

Mr. JOHNSON of South Carolina. This bill will be printed in figures instead of words.

Mr. MANN. Well, I think that is a great reform that is being instituted.

Mr. JOHNSON of South Carolina. Mr. Speaker, I desire to give notice that to-morrow and on each day thereafter when the bill is in order under the rule I shall press for its consideration until final passage.

EXTENSION OF REMARKS.

Mr. WATKINS. Mr. Speaker, I ask unanimous consent that those who have spoken upon the bill under consideration to-day (H. R. 16314) be allowed to extend their remarks.

The SPEAKER. For how long?

Mr. WATKINS. For five days.

The SPEAKER. The gentleman from Louisiana asks unanimous consent that all Members who have spoken on this bill under consideration to-day be given five legislative days in which to extend their remarks. Is there objection? [After a pause.] The Chair hears none.

CONTESTED-ELECTION CASE OF M'LEAN AGAINST BOWMAN.

Mr. ANSBERRY. Mr. Speaker, I desire to give notice that on next Tuesday I shall call up the privileged resolution in the McLean against Bowman election-contest case.

Mr. MANN. Mr. Speaker, may I make an inquiry of the gentleman in reference to that?

Mr. ANSBERRY. I shall be glad to answer any question the gentleman may ask.

Mr. MANN. The legislative appropriation bill will be taken up to-morrow. It might not be finished by next Tuesday; in fact, it would be very unusual if it were finished by that time. Does the gentleman intend to take up the election case on Tuesday in any event or, if the appropriation is not finished, to follow the appropriation bill?

Mr. ANSBERRY. If the appropriation bill is not finished, I shall not insist on the resolution being considered, but under an agreement I have with the gentleman from Iowa [Mr. PROUTY] I want to dispose of it by the 12th of the month if possible, for the reason he is going away and I think they are relying on the gentleman from Iowa [Mr. PROUTY] and the gentleman from Ohio [Mr. WILLIS] to defend Mr. BOWMAN.

Mr. MANN. If the gentleman has an understanding with him, it is not necessary for me to make any inquiry.

Mr. ANSBERRY. I do not mean to say that it is agreed to be taken up Tuesday, but I want to get it out of the road.

Mr. MANN. I understand.

The SPEAKER. The gentleman from Ohio [Mr. ANSBERRY] gives notice that on next Tuesday he will call up the election case of McLean against BOWMAN, not to interfere with the legislative, executive, and judicial appropriation bill. The Chair would like to inquire of the gentleman from South Carolina [Mr. JOHNSON] if he has any idea how long the legislative appropriation bill will take?

Mr. JOHNSON of South Carolina. No; I do not know, but I hope we will get through this week.

CHANGE OF REFERENCE.

The SPEAKER. The Chair desires to make the following announcement.

The Clerk read as follows:

By unanimous consent the reference heretofore made of House Executive Documents Nos. 1001, 995, 999, 1003, and 1005 is hereby vacated and said documents are referred to the Committee on Appropriations.

The SPEAKER. Is there objection?

There was no objection.

ADJOURNMENT.

Mr. WATKINS. Mr. Speaker, I move that the House do now adjourn.

The motion was agreed to; accordingly (at 4 o'clock and 22 minutes p. m.) the House adjourned to meet to-morrow, Thursday, December 5, 1912, at 12 o'clock noon.

EXECUTIVE COMMUNICATIONS.

Under clause 2 of Rule XXIV, executive communications were taken from the Speaker's table and referred as follows:

1. A letter from the Attorney General of the United States, transmitting a list of useless papers on file in the Department of Justice and requesting authority to have same destroyed (H. Doc. No. 1041); to the Committee on Disposition of Useless Executive Papers and ordered to be printed.

2. A letter from the Secretary of the Treasury, submitting a detailed statement of expenses of the Revenue-Cutter Service for the fiscal year ended June 30, 1912 (H. Doc. No. 1035); to the Committee on Expenditures in the Treasury Department and ordered to be printed.

3. A letter from the Secretary of the Navy, transmitting list of Government publications received and distributed by the Navy Department during the fiscal year ended June 30, 1912 (H. Doc. No. 1038); to the Committee on Expenditures in the Navy Department and ordered to be printed.

4. A letter from the Attorney General of the United States, transmitting a statement of expenditures of the United States Court of Customs Appeals for the fiscal year ended June 30, 1912; to the Committee on Expenditures in the Department of Justice and ordered to be printed.

5. A letter from the Secretary of the Navy, transmitting request of employees of the department for increased pay with unfavorable recommendation (H. Doc. No. 1037); to the Committee on Appropriations and ordered to be printed.

6. A letter from the Secretary of the Interior, transmitting a detailed statement of travel expenses incurred by officers and employees of the department when absent from Washington on official business for the fiscal year ended June 30, 1912 (H. Doc. No. 1017); to the Committee on Expenditures in the Department of the Interior and ordered to be printed.

7. A letter from the chairman of Interstate Commerce Commission, transmitting a statement of expenses incurred by officials and employees of the commission on account of travel when absent from Washington, D. C., on official business during the fiscal year ended June 30, 1912 (H. Doc. No. 1040); to the Committee on Interstate and Foreign Commerce and ordered to be printed.

8. A letter from the Secretary of the Interior, transmitting statement of expenditures, repair of buildings, Department of the Interior, for the fiscal year ended June 30, 1912 (H. Doc. No. 1016); to the Committee on Expenditures in the Interior Department and ordered to be printed.

9. A letter from the First Assistant Secretary of the Interior, transmitting, as required by act of August 24, 1912, result of investigation of conditions on the Yuma Reservation in California, with respect to the necessity of constructing bridge at Yuma, Ariz. (H. Doc. No. 1020); to the Committee on Indian Affairs and ordered to be printed.

10. A letter from the Secretary of the Interior, transmitting a statement of expenditures, contingent expenses, Department of the Interior, for the fiscal year ended June 30, 1912 (H. Doc. No. 1012); to the Committee on Expenditures in the Department of the Interior and ordered to be printed.

11. A letter from the Secretary of War, transmitting, pursuant to law, a letter from the Acting Chief of Ordnance, United States Army, containing statement of the cost of the manufacture of all types of guns and other articles at the several arsenals of the United States during the fiscal year ended June 30, 1912, (H. Doc. No. 1039); to the Committee on Expenditures in the War Department and ordered to be printed.

12. A letter from the Secretary of the Interior, reporting the number of acres of public lands surveyed during the fiscal year ended June 30, 1912 (H. Doc. No. 1019); to the Committee on the Public Lands and ordered to be printed.

13. A letter from the Secretary of the Interior, transmitting a statement showing distribution of moneys expended for irrigation and drainage, Indian service, for fiscal year 1912 (H. Doc. No. 1034); to the Committee on Indian Affairs and ordered to be printed.

14. A letter from the Secretary of the Interior, transmitting copy of letter from the surgeon in chief of the Freedman's Hospital showing detailed statement of expenditures for salaries, etc. (H. Doc. No. 1029); to the Committee on the District of Columbia and ordered to be printed.

15. A letter from the president of the Board of Commissioners of the District of Columbia, transmitting detailed statement of the contingent expenses of the District of Columbia for the fiscal year ended June 30, 1912 (H. Doc. No. 1042); to the Committee on the District of Columbia and ordered to be printed.

16. A letter from the Secretary of the Interior, submitting, pursuant to section 5, act of August 30, 1890, information as to the amount disbursed to certain States of the Union for support of the colleges for the benefit of agriculture and mechanic arts during the fiscal year ended June 30, 1912 (H. Doc. No. 1030); to the Committee on Expenditures in the Department of Agriculture and ordered to be printed.

17. A letter from the Secretary of the Treasury, transmitting a statement of expenses incurred by officers and employees of the Treasury Department while traveling on official business during the fiscal year ended June 30, 1912 (H. Doc. No. 1036); to the Committee on Expenditures in the Treasury Department and ordered to be printed.

18. A letter from the Librarian of Congress, transmitting annual report of the superintendent of the Library building and grounds for the fiscal year ended June 30, 1912 (H. Doc. No. 962); to the Committee on the Library and ordered to be printed.

19. A letter from the Secretary of the Interior, submitting report showing the diversion of appropriations for pay of specified employees in Indian service for the fiscal year ended June 30, 1912 (H. Doc. No. 1021); to the Committee on Indian Affairs and ordered to be printed.

20. A letter from the Secretary of the Interior, transmitting copy of letter from the superintendent of the Government Hospital for the Insane, with a detailed statement of the receipts and expenditures for all purposes connected with the hospital (H. Doc. No. 1011); to the Committee on the District of Columbia and ordered to be printed.

21. A letter from the Secretary of the Interior, transmitting pursuant to law, result of investigation of conditions on San Carlos Indian Reservation with view to constructing bridges for the use of the Indians across San Carlos Creek and Gila River in the vicinity of San Carlos (H. Doc. No. 1013); to the Committee on Indian Affairs and ordered to be printed.

22. A letter from the Secretary of the Interior, submitting report of expenditures from the permanent fund of the Sioux Indians during the fiscal year ended June 30, 1912 (H. Doc. No. 1032); to the Committee on Indian Affairs and ordered to be printed.

23. A letter from the Secretary of the Interior, transmitting detailed report of expenditures of money carried under the caption of "Indian moneys, proceeds of labor," during the fiscal year ended June 30, 1912 (H. Doc. No. 1031); to the Committee on Indian Affairs and ordered to be printed.

24. A letter from the Secretary of the Interior, transmitting report showing the expenditures for encouraging industry among Indians during the fiscal year ended June 30, 1912 (H. Doc. No. 1027); to the Committee on Indian Affairs and ordered to be printed.

25. A letter from the Secretary of the Interior, transmitting report of expenditures for encouraging industrial work among the Indians of the Tongue River Reservation, Mont., during the fiscal year ended June 30, 1912 (H. Doc. No. 1033); to the Committee on Indian Affairs and ordered to be printed.

26. A letter from the Secretary of the Interior, transmitting letter of the Acting Commissioner of Indian Affairs, reporting that no Indian tribe for which appropriations were made has engaged in hostilities against the United States or its citizens during the fiscal year ended June 30, 1912 (H. Doc. No. 1022); to the Committee on Indian Affairs and ordered to be printed.

27. A letter from the Secretary of the Interior, reporting that there were no diversions of appropriations for purchase of subsistence for Indian tribes during the fiscal year ended June 30, 1912 (H. Doc. No. 1023); to the Committee on Indian Affairs and ordered to be printed.

28. A letter from the Secretary of the Interior, transmitting report showing expenditures for the relief of destitute Indians for the fiscal year ended June 30, 1912 (H. Doc. No. 1026); to the Committee on Indian Affairs and ordered to be printed.

29. A letter from the Secretary of the Interior, transmitting report regarding the purchase of supplies in the open market for the Indian Service for the fiscal year ended June 30, 1912 (H. Doc. No. 1028); to the Committee on Indian Affairs and ordered to be printed.

30. A letter from the Secretary of the Interior, transmitting statement of expenses for the fiscal year 1912 from the appropriation "Industrial work and care of timber" (H. Doc. No. 1025); to the Committee on Appropriations and ordered to be printed.

31. A letter from the Secretary of the Interior, transmitting statement of cost of survey and allotment work on Indian reservations for the fiscal year 1912 (H. Doc. No. 1024); to the Committee on Indian Affairs and ordered to be printed.

32. A letter from the Secretary of the Interior, transmitting, pursuant to law, result of investigations made as to conditions on the Navajo Indian Reservation at Shiprock, N. Mex., with respect to necessity of constructing bridges across San Juan River at Shiprock (H. Doc. No. 1015); to the Committee on Indian Affairs and ordered to be printed.

33. A letter from the Secretary of the Interior, transmitting statement of documents received and distributed by the Department of the Interior during the fiscal year ended June 30, 1912 (H. Doc. No. 1014); to the Committee on Expenditures in the Department of the Interior and ordered to be printed.

34. A letter from the Secretary of the Interior, transmitting, pursuant to law, a list of buildings, etc., contracted for during the fiscal year 1911–12 payable from Indian school and agency buildings appropriations (H. Doc. No. 1018); to the Committee on Indian Affairs and ordered to be printed.

PUBLIC BILLS, RESOLUTIONS, AND MEMORIALS.

Under clause 3 of Rule XXII, bills, resolutions, and memorials were introduced and severally referred as follows:

By Mr. RAKER: A bill (H. R. 26669) for the support and education of the Indian pupils at the Fort Bidwell Indian School, California, and for repairs and improvements, and for other purposes; to the Committee on Indian Affairs.

Also, a bill (H. R. 26670) for the support and education of the Indian pupils at the Greenville Indian School, California, for repairs and improvements, to purchase and provide grounds, erect buildings, and furnish the same, and for other purposes; to the Committee on Indian Affairs.

By Mr. PAYNE: A bill (H. R. 26671) for the purchase of a site and the erection thereon of a public building at Lyons, N. Y.; to the Committee on Public Buildings and Grounds.

By Mr. KENNEDY: A bill (H. R. 26672) granting to the Inter-City Bridge Co., its successors and assigns, the right to construct, acquire, maintain, and operate a railway bridge across the Mississippi River; to the Committee on Interstate and Foreign Commerce.

By Mr. CARTER: A bill (H. R. 26673) providing for the final disposition of the affairs of the Five Civilized Tribes, and for other purposes; to the Committee on Indian Affairs.

By Mr. GRIEST: A bill (H. R. 26674) authorizing the Secretary of War to donate to the Grand Army Post of Mount Joy, Pa., two bronze or brass cannon or fieldpieces; to the Committee on Military Affairs.

By Mr. BRANTLEY: A bill (H. R. 26675) for the survey of Brunswick (Ga.) Harbor and outer bar; to the Committee on Rivers and Harbors.

By Mr. LAFFERTY: A bill (H. R. 26676) to provide additional entries for certain homestead entrymen in the States of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, Utah, Washington, and Wyoming; to the Committee on the Public Lands.

By Mr. SULZER: A bill (H. R. 26677) to promote the foreign commerce of the United States, and providing for the relocation of the pierhead line in the Hudson River between pier 1 and West Thirtieth Street, Borough of Manhattan, in the city of New York; to the Committee on Interstate and Foreign Commerce.

By Mr. PROUTY: A bill (H. R. 26678) to facilitate transportation and to prevent the use of railroad cars for storage purposes; to the Committee on Interstate and Foreign Commerce.

By Mr. LAFFERTY: A bill (H. R. 26679) to amend an act entitled "An act to amend section 2291 and section 2297 of the Revised Statutes of the United States relating to homesteads," approved June 6, 1912; to the Committee on the Public Lands.

By Mr. JOHNSON of South Carolina: A bill (H. R. 26680) making appropriations for the legislative, executive, and judicial expenses of the Government for the fiscal year ending June 30, 1914, and for other purposes; to the Committee of the Whole House on the state of the Union.

By Mr. GARNER: Resolution (H. Res. 731) assigning a certain room in the House wing of the Capitol to the official reporters of debates; to the Committee on Accounts.

PRIVATE BILLS AND RESOLUTIONS.

Under clause 1 of Rule XXII, private bills and resolutions were introduced and severally referred as follows:

By Mr. ASHBROOK: A bill (H. R. 26681) granting an increase of pension to William L. Johnson; to the Committee on Pensions.

By Mr. CANTRILL: A bill (H. R. 26682) granting a pension to Mary E. Ewers; to the Committee on Pensions.

By Mr. CLINE: A bill (H. R. 26683) granting an increase of pension to John Dixon; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26684) granting an increase of pension to James H. Rowland; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26685) granting an increase of pension to Charles Ehrman; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26686) granting an increase of pension to Benjamin F. Conners; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26687) granting an increase of pension to John W. Paulus; to the Committee on Invalid Pensions.

By Mr. DRAPER: A bill (H. R. 26688) granting a pension to Louisa I. Baldwin; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26689) granting an increase of pension to Caroline A. Dodge; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26690) granting an increase of pension to Luther B. Grover; to the Committee on Invalid Pensions.

By Mr. DUPRÉ: A bill (H. R. 26691) for the relief of the estate of Hypolite Abadie, deceased; to the Committee on War Claims.

By Mr. GARRETT: A bill (H. R. 26692) granting an increase of pension to Daniel H. Rankin; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26693) granting a pension to Levi William Walden; to the Committee on Pensions.

By Mr. GOEKE (by request): A bill (H. R. 26694) granting an increase of pension to Junius Thomas Turner; to the Committee on Invalid Pensions.

By Mr. HAMILTON of West Virginia: A bill (H. R. 26695) granting a pension to Charles L. Boggess; to the Committee on Pensions.

Also, a bill (H. R. 26696) granting an increase of pension to Eliza Taggart; to the Committee on Invalid Pensions.

By Mr. HOUSTON: A bill (H. R. 26697) for the relief of the heirs of John G. Burris; to the Committee on War Claims.

By Mr. JACOWAY: A bill (H. R. 26698) granting an increase of pension to Samuel R. Price; to the Committee on Invalid Pensions.

By Mr. LAFFERTY: A bill (H. R. 26699) granting a pension to Harriet L. Newton; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26700) granting a pension to Larkin Russell; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26701) granting an increase of pension to Regina F. Palmer; to the Committee on Invalid Pensions.

By Mr. LEE of Georgia: A bill (H. R. 26702) granting a pension to Stacy Ann Wacker; to the Committee on Invalid Pensions.

By Mr. LITTLEPAGE: A bill (H. R. 26703) granting an increase of pension to James Youell, alias James Moses; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26704) granting an increase of pension to George W. Connelly; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26705) for the relief of the legal representatives of George W. McGinnis; to the Committee on War Claims.

By Mr. MARTIN of South Dakota: A bill (H. R. 26706) granting an increase of pension to Alonzo Wagoner; to the Committee on Invalid Pensions.

By Mr. NORRIS: A bill (H. R. 26707) granting an increase of pension to John H. Yarger; to the Committee on Invalid Pensions.

By Mr. O'SHAUNESSY: A bill (H. R. 26708) granting an increase of pension to Margurite D. Pollard; to the Committee on Invalid Pensions.

By Mr. PALMER: A bill (H. R. 26709) granting a pension to Ezra R. Fuller; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26710) for the relief of John S. Dorshimer; to the Committee on Military Affairs.

By Mr. POST: A bill (H. R. 26711) granting an increase of pension to T. J. Lindsey; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26712) granting an increase of pension to Zachariah T. Alexander; to the Committee on Invalid Pensions.

By Mr. RUSSELL: A bill (H. R. 26713) granting a pension to George W. Hilton; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26714) granting an increase of pension to Newton D. Cantwell; to the Committee on Pensions.

Also, a bill (H. R. 26715) granting an increase of pension to Lefford Mathews; to the Committee on Invalid Pensions.

By Mr. SCULLY: A bill (H. R. 26716) granting an increase of pension to John I. White; to the Committee on Invalid Pensions.

By Mr. SHERWOOD: A bill (H. R. 26717) granting an increase of pension to Sarah J. Cooper; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26718) granting an increase of pension to Sarah J. Hill; to the Committee on Invalid Pensions.

By Mr. SWITZER: A bill (H. R. 26719) granting a pension to James C. Boyd; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26720) granting a pension to Homer Hoover; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26721) granting an increase of pension to Alexander R. Cating; to the Committee on Invalid Pensions.

By Mr. TILSON: A bill (H. R. 26722) granting an increase of pension to John B. Doolittle; to the Committee on Invalid Pensions.

By Mr. TOWNER: A bill (H. R. 26723) granting a pension to Mary A. Millsap; to the Committee on Invalid Pensions.

By Mr. WHITACRE: A bill (H. R. 26724) granting an increase of pension to Chalkley Milbourne; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26725) granting an increase of pension to John A. Sapp; to the Committee on Invalid Pensions.

PETITIONS, ETC.

Under clause 1 of Rule XXII, petitions and papers were laid on the Clerk's desk and referred as follows:

By the SPEAKER (by request): Memorial of the American Chamber of Commerce in Paris, favoring the enactment of legislation tending to restore the American merchant marine to its former importance; to the Committee on the Merchant Marine and Fisheries.

By Mr. ASHBROOK: Evidence to accompany bill (H. R. 16469) for the relief of Lucien B. Beaumont; to the Committee on Invalid Pensions.

By Mr. AYRES: Petition of the Chamber of Commerce of New York City, protesting against the General Board of Appraisers of New York customhouse being placed under control of Treasury Department; to the Committee on Expenditures in the Treasury Department.

By Mr. DRAPER: Petition of the Chamber of Commerce of the State of New York, protesting against placing the Board of General Appraisers under any department of the Government; to the Committee on Expenditures in the Treasury Department.

By Mr. ESCH: Petition of business men of Thorp, Strum, Eleva, Osseo, Mondovi, Eau Claire, Fairchild, Greenwood, Withee, and Owen, Wis., all asking that the Interstate Commerce Commission be given further power toward controlling the express rates; to the Committee on Interstate and Foreign Commerce.

By Mr. FOSS: Petition of Lake Michigan Sanitary Association, Chicago, Ill., favoring an appropriation to investigate the extent of pollution in the lake waters; to the Committee on Interstate and Foreign Commerce.

By Mr. GARRETT: Papers to accompany bill granting an increase of pension to Daniel H. Rankin; to the Committee on Invalid Pensions.

Also, papers to accompany bill for granting a pension to Levi William Walden; to the Committee on Pensions.

By Mr. MANN: Petition of the Deep Gulf Waterways Association, Little Rock, Ark., relative to the improvement of the Mississippi River and its harbors, etc.; to the Committee on Rivers and Harbors.

Also, petition of Division No. 1, Order of Railway Conductors, protesting against the passage of the employers' liability and workmen's compensation bill; to the Committee on the Judiciary.

Also, petition of the Lake Michigan Sanitary Association, relative to preventing the pollution of the waters of the Great Lakes; to the Committee on Interstate and Foreign Commerce.

By Mr. MOORE of Pennsylvania: Petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring the passage of House bill 17736, changing the letter-postage rate to 1 cent; to the Committee on the Post Office and Post Roads.

Also, petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring the enactment of legislation changing the date of the national election; to the Committee on Election of President, Vice President, and Representatives in Congress.

By Mr. REILLY: Petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring the reduction of letter-postage rate to 1 cent; to the Committee on the Post Office and Post Roads.

Also, petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring a change in the date of the national election; to the Committee on Election of President, Vice President, and Representatives in Congress.

By Mr. STEPHENS of California: Petition of W. S. Hancock Council No. 20, Junior Order United American Mechanics, Los Angeles, Cal., favoring the passage of Senate bill 3175, for restriction of immigration; to the Committee on Immigration and Naturalization.

By Mr. STEPHENS of Texas: Petition of citizens of the thirteenth congressional district of Texas, favoring passage of bill for eradication of the Russian thistle; to the Committee on Agriculture.

By Mr. SULZER: Petition of citizens of New York and Pittsburgh, Pa., favoring the passage of House bill 26277, establishing a United States Court of Appeals; to the Committee on the Judiciary.

By Mr. TILSON: Petition of the Chamber of Commerce of New Haven, Conn., favoring the passage of bill making appropriation for the improvement of the New Haven Harbor; to the Committee on Appropriations.

SENATE.

THURSDAY, *December 5, 1912.*

Prayer by the Chaplain, Rev. Ulysses G. B. Pierce, D. D.

LUKE LEA, a Senator from the State of Tennessee, and ROBERT L. OWEN, a Senator from the State of Oklahoma, appeared in their seats to-day.

The Journal of yesterday's proceedings was read and approved.

ANNUAL REPORT OF THE ATTORNEY GENERAL (H. DOC. NO. 930).

The PRESIDENT pro tempore (Mr. BACON) laid before the Senate the annual report of the Attorney General for the fiscal year ended June 30, 1912, which was ordered to lie on the table and be printed.

CITIZENSHIP IN PORTO RICO (S. DOC. NO. 968).

The PRESIDENT pro tempore laid before the Senate a communication from the Chief of the Bureau of Insular Affairs, transmitting, at the request of the Governor of Porto Rico, a petition adopted at a mass meeting of workingmen of Porto Rico, praying for the enactment of legislation granting American citizenship to the people of that Territory, which was referred to the Committee on Pacific Islands and Porto Rico and ordered to be printed.