

4648 4059 No. 93321 1863

Murphy's Gun
28 March 63

Wofford N. & J. & Bros

Submit Petition to receive
four bales cotton

Citizens

Recd & 16' and exp 16 May 1863

606.

B 12.

6

1883

Mumfries Run

26 Jan^y / 63

Perje f. f.

Citizen

Having lost 4 bales
cotton through mistake
of Govt Agent wishing
to get free run - all
necessary Bills Receipts &
certificates enclosed

3 Enclosures

At Pro 16 Army Cooks
Mumfries Run

3^d March 1883

Respectfully referred
to Capt Eddy Depot 2nd Mo.

By order of

Wm. Lunt Stroton

Heavy Recruit

asst. adjt. Genl

Rec^d 16 Army Corp 1 March 1883

1122. Dept of the Term
Office of the Pro Marshal
Memphis Tenn Feb 5. 1863,

I have investigated the
within case, and find that
the Cotton was shipped from
Holly Springs and all arrived
at this place. - Was unloaded with
the Government Cotton, and
mixed with the same at the
Depot. - (41) forty one bales
was found in the Madison St.
Warehouse and delivered to the
party owning it, the other
(4) four bales could not
be found. with the Government
Cotton. I have failed to
find out any thing in reference
to it.

Joseph C. Bryan
1st Asst Pro Marshal.

The Cotton warehouse
where the Govt Cotton
is stored has been under
several terms for the
Cotton in question and
it never has been found
in Govt possession. The
number of bales
by our correspondence

the number on the
invoices & there is
no proof that the
"four bales" were ever
shipped with the 44
delivered. As the
Cotton had no iden-
tifying marks the
Claimants wish to
take any four bales
of Gosh Cotton and
have me to account
for them the best
way I can. I decline
giving up any Gosh
Cotton on any such
claim as the within

W. H. H. H.
Memphis
March 17/63

Memphis, January 21st 1863.

Colonel.

A shipment of 45 Bales Cotton marked H N to Hoffheimer & Co St Louis under care of N. S. Hoffheimer here was sent by U. S. R. R. from Holly Springs & on arrival here taken to Cotton sheds with Government Cotton, as the books at the Rail Road office show. (41) forty one Bales are delivered since for the 4 Bales missing I have looked in vain in the different sheds as the bales are stowed away in such a manner that access to the marks is impossible.

Being anxious to go north & to settle with parties interested I would respectfully request you to have 4 Bales delivered to me in place of the identical ones taken by the Government.

Very respectfully
Your obedient

To
Col. W. S. Hillyer
Provost Marshal General
Memphis
Tenn.

L. Berje

Petition,

A & J Hoffmann & Son
To
Genl Stewart.

(4 bales, cotton)

Col Benjamin
only

Memphis Tenn^{ee} March 28th 1863
To Genl. Hurlbut Comanding &c.
Sir, Your attention is most
respectfully solicited, to the claim
of, N Hooffmeyer & Bro^s for four bales
of cotton, marked "H, N" which were duly
committed, & entrusted, to the U, S, Govern-
ment agents, on the 5th of January 1863,
for the purpose of being freighted from
Holly Springs Station to Memphis Tenn.
The owners thereof, paying the proper
charges for freight & commission; and
which after diligent search, made,
by the owners, cannot be found; but it
is lost. From the documentary evidence
herewith submitted & severally marked
by letters from "A" to "H" inclusive, it
will be clearly seen, & established that
the Government is liable for the cotton
so lost by its officers, & that the same
should be accounted for, at such price
per pound thereof as was current at
the time when it was demanded
by the owners, at the Government
warehouse, & ascertained to be lost.
The only difficulty in the way of the
owners, as to remuneration for their
loss, seems to be, as to the particular
department of service, on which

the accountability should fall; That
of The Quartermaster or The Railroad,
The owners, in order to the final &
equitable adjustment of this their
claim, most respectfully pray that
an order of decision may be made
& issued to the proper department
of service commanding & requiring
the adjustment & payment of said
claim—

Most respectfully

Yours obediently
A. Hoffheimer & Bro
per E. Barinck

606. 13.12.1863

Rec^d Mr^s Geo 16 Army Corps 1 March 1863.

B

Memphis. Jan'y 27th 1863

Col. St. S. Hilleyer
Pro Marshal -

Col.
Messrs Hoffheimer & Bro
are entitled to four (4) Bales
of cotton marked N.A.
which were taken away
by Govt Agt from this
Depot & I think are
still in Govt yards

Respy

Wm H. S. S.
G. Skinner
Agt. U.S.M.R.

8

[Faint, illegible handwriting covering the page]

United States Military Railroads,

DEPARTMENT OF THE TENNESSEE.

Superintendent's Office,

Memphis 21 March 1863

Col. M. S. Howe.

3^d U. S. Cavalry.

Columb.

In answer to the claim of Hoffheimer & Bro. for four bales of Cotton I beg to observe that since the opening of the Military Rail Road of this Department, no allowance has been made for goods lost. The Roads assume none of the liabilities of "Common Carriers", but ship all private freight at the risk of the owner.

Very respectfully

W. A. St.

J. D. Webb

Col. Supt.

56

5

Memphis Tenn March 17 1863

To Mayor Genl Sherburne

Commanding &c &c

Sir herewith you will find the proper papers relating to a claim for your Bales of Cotton, which being legally put into possession of the Government's Agents at this place, has never been accounted for. My object in addressing you, is to procure your attention to the matter, so as to have an adjustment which I am informed may be done either by your own order officially, or by referring the case to one of the Military Commissions with instructions to report to you their decision. Your attention to the matter is most respectfully requested

Yours Obedt Servt &c
W Hoffheimer & Bros

3

115

Holly Springs Station, }
Jan 5 18*63* }

Received from *I Epstein*

in apparent

good order by the MOBILE AND OHIO RAILROAD, consigned to *W. H. H. Memphis* the following articles, as marked and described in the margin, subject to the conditions and regulations as per published tariff of said Railroad, and payment of freight at the rate of *16 Cents* per 100 lbs., and such other expenses or charges as may have accrued upon said articles. It is especially agreed and understood, that the Railroad are not responsible for loss of goods of which the contents are unknown; for Leakage of any kinds of Liquids, Breakage of any kinds of Glass, Carboys of Acid, or articles packed in Glass, Stoves or Stove Furniture, Castings, Machinery, Carriages, Furniture, Musical Instruments of any kind, Packages of Eggs, or for loss or damage on Hay, Hemp, Cotton, or any articles the bulk of which renders it necessary to be shipped in open cars; or for damage to perishable property of any kind, occasioned by delays from any cause, or change of weather, or for damage or loss by Fire, or for loss or damage on the Lakes or Rivers, unless it can be shown that such damage or loss occurred through the negligence or default of the Agents of the Railroad. And it is further especially understood, that for all loss and damage occurring in the transit of said packages, the legal remedy shall be against the particular carrier or forwarder only in whose custody the said Packages may actually be at the time of the happening thereof; it being understood that the said MOBILE AND OHIO RAILROAD assumes no other responsibility for their safety or safe carriage than may be incurred on its own Road. All Packages subject to charge for cooerage if necessary.

Culver, Page & Hoyne, Stationers, Chicago.

MARKS AND CONSIGNEE.	No.	DESCRIPTION OF ARTICLES.	WEIGHT.
<i>MKS H N</i> <i>Car No. 110</i> <i>23 Bales</i>		<i>24 Bales Cotton</i> <i>at owners Risk & Count</i> <i>Freight \$ 384 -</i> <i>Rec'd & Paid</i> <i>W. H. H. Memphis</i>	

606. B. 12. 1863

Recd. 31st Dec 16 Army Corps, March 1863.

Holly Springs Station, }
Jan 3 1863 }

Received from

J Epstein

in apparent

good order by the MOBILE AND OHIO RAILROAD, consigned to *Moffhimer Bros*
Can to J. Moffhimer Memphis the following articles, as marked and described
in the margin, subject to the conditions and regulations as per published tariff of said Railroad, and payment of
freight at the rate of *16 Cents* per 100 lbs., and such other expenses or charges as
may have accrued upon said articles. It is especially agreed and understood, that the Railroad are not re-
sponsible for loss of goods of which the contents are unknown; for Leakage of any kinds of Liquids, Breakage
of any kinds of Glass, Carboys of Acid, or articles packed in Glass, Stoves or Stove Furniture, Castings, Machin-
ery, Carriages, Furniture, Musical Instruments of any kind, Packages of Eggs, or for loss or damage on Hay,
Hemp, Cotton, or any articles the bulk of which renders it necessary to be shipped in open cars; or for damage
to perishable property of any kind, occasioned by delays from any cause, or change of weather, or for damage or
loss by Fire, or for loss or damage on the Lakes or Rivers, unless it can be shown that such damage or loss
occurred through the negligence or default of the Agents of the Railroad. And it is further especially under-
stood, that for all loss and damage occurring in the transit of said packages, the legal remedy shall be against
the particular carrier or forwarder only in whose custody the said Packages may actually be at the time of the
happening thereof; it being understood that the said MOBILE AND OHIO RAILROAD assumes no other
responsibility for their safety or safe carriage than may be incurred on its own Road. All Packages subject to
charge for cooerage if necessary.

Culver, Page & Hoyne, Stationers, Chicago.

MARKS AND CONSIGNEE.	No.	DESCRIPTION OF ARTICLES.	WEIGHT.
<i>Mks H & N</i>	<i>21</i>	<i>Bales Cotton</i> <i>at owners Count & Risk</i>	
<i>Shipped Fine In Even of 21 Bales having</i> <i>been unloaded & burned by the Southern</i> <i>Troops on the 20th Inst the freight</i> <i>having been paid</i> <i>W Jones Agt</i> <i>Car 84- 22 Bales</i>			

3

Memphis Feb 3th / 63

J. C. Bryan

Asst Provost Marshall Gen

I delivered to W. & J. Hoffman

41 Bales Cotton marked N & H. out of the Madison St warehouse, the Cotton was all thrown out on the platform together, and all kinds of marks, I had nothing to go by except the Invoices sent by Capt Metcalf, when this Cotton was all in I found I had 41 Bales over, they all were of the above mark, and were delivered to the parties owning it. All the Cotton that was in the Madison St Warehouse has been sold, and I kept a close watch as it is was delivered to see if there was any more of that mark, but seen none, and I feel confident there is none in the Union St Warehouse.

Yours R. C.

S. W. Wilkins

In charge of Gov Cotton Sheets

171
 40
 1881
 219
 252
 28
 21
 25
 21

A

Mr Wilkins
 will permit
 Mr Barriols
 to look at our
 Cotton & see if
 his is among
 it

W. B. Barry
 Cash

606. B. 13. 1863

Recd. W. B. Barry 16 Army Corps 1 March 1863

W. S. M. R. R.

Memphis Jan 27. 1863

Capt. A. R. Eddy
Apt. 2. W.
W. S. A.

Mr Coleman informs
me that there were 45 Bales
Cotton Marked "H. M." received here
consigned to N & S Hoffheimer Memphis
& that the cotton was drawn away
from the depot by Mr Williams at
the time the cotton belonging
to the Government was drawn.
Mr Coleman is Cotton Clerk

Yours Truly
J. S. Richards
Agent

Capt Eddy -

I wish you would have
one of your clubs investigate this matter
and see the party righted -

Selling

Yours Truly

W. S. Hilyer

Pro Man Em

UNITED STATES MILITARY RAIL ROADS.

Memphis Mich 19. th 1863

Maj Genl S. W. Hulbert
Army District
Ipsw

I have been called upon by Mr E Baranov on behalf of Messrs Hoffheimer, relative to four Bales Cotton which was taken from the Depot yard by Mr Watkins Government Agent at the same time Government Cotton was taken. The Hoffheimers had 45 Bales Cotton Way Billio regularly which arrived at the Depot & was checked off correctly. In drawing the Government Cotton there were four Bales belonging to Hoffheimer drawn away.

Yours Truly
J. J. Richards
Night Agent