Papers Pertaining

1864

S. L. (sup) D. C. A. 1864

to Smizer & Morris

1864

Rev. East, R.H.

A. E. A.
Oath of Allegiance to the United States Government.

"I, George Smser, do solemnly swear, in presence of Almighty God, that I will henceforth faithfully support, protect and defend the Constitution of the United States, and the union of the States thereunder; and that I will, in like manner, abide by and faithfully support all acts of Congress passed during the existing rebellion with reference to slaves, so long and so far as not repealed, modified, or held void by Congress, or by decision of the Supreme Court; and that I will, in like manner, abide by and faithfully support all proclamations of the President made during the existing rebellion having reference to slaves, so long and so far as not modified or declared void by decision of the Supreme Court. So help me God."

Sworn and subscribed to before me, at Helena, Ark.,
This the 27th day of February, 1864.

[Signatures]

Residence: Montgomery Co. And.
Age: 27
Height: 5 feet 6 inches
Hair: Gray
Eyes: Dark

Provost Marshal, Dist. East Ark.

Capt. Deputy, O.M. Y. Registrar
HEAD QUARTERS DISTRICT OF EASTERN ARKANSAS.

Helena, Arkansas, March 29th, 1864.

SPECIAL ORDERS

No. 87.

I. George Smizer is hereby ordered to leave the District of Eastern Arkansas, for conduct inconsistent with the obligations of a Loyal Citizen, evidence having been produced at these Head Quarters, that he tried to induce the officers of the Steamer James Watson, to land at Friars Point, on the 20th inst. in order that he might have communication with a noted Rebel Major Whayne, and at the time, when there were Rebel Soldiers on the Levee, who might have captured the Boat had she landed, as he insisted she should:—and upon whose person was found the evidence of his having made unlawful contracts with disloyal citizens, and that he has been conniving at the burning of Cotton, to prevent the same from falling into the hands of the forces of the United States.

II. It appearing by the affidavit of George Smizer, and from the papers found in his possession, that John H. Morse, is, and has been, jointly interested with him, in his disloyal practices; It is hereby ordered, that John H. Morse leave the District of Eastern Arkansas.

III. The Provost Marshal will enforce the above orders by causing George Smizer and John H. Morse to embark on the first Steamer bound up the river.

By Order of Brig. Genl. N. B. BUFORD,

T. C. MEATYARD.

Assistant Adjutant General.

OFFICIAL.

W. Chandler
19th March, 1864.
State of Tennessee
County of Shelby

Daniel Tate, of lawful age being first duly sworn upon his oath says I was Pilot on the Steamers James Watson and have been for about three weeks was Pilot on her in her last trip from Vicksburg to Memphis. I know George Murry. He came aboard the Watson on this trip in the Night and a Line Boat below Greenville. I came off of Watch about a Mile and a half below Greens Point as we came up. Murry came to me and asked me to show him the Wheel to run over to Greens Point saying he desired to see if Mrs. Wayne had gone up the river or not that he wished to see her. While we were talking the Captain (Watts) came up and I said to him Captain this is a bad place. They burned the White there about a week ago. Mrs. Murry said "Captain I don't think there is any danger. If I thought there was I would not desire you to go over." The Captain concluded to run over there. We went to within about three hundred and fifty of where. When Mrs. Murry followed to a person or three asking if Wayne had gone
had gone up the river. The person addressed waved his hat up the river. I don't know whether he meant by that that 裁判 had gone up or whether he intended to signal the boat to go over. We saw a man or two men on horseback. Two of them rode up on the levee to the gentle man that waved his hat and commanded trottin to him. Then one of them galloped up the levee opposite the boat by the time she got fairly under way again and ordered us to stop that he had a hundred bales of cotton to ship. The boat had started up but had not entirely stopped at any time. The man had no means that I could see.

I was present at Helena on the 29th last. When Captain Watson was examined by General at his headquarters, I heard him say if the letter from the Commissioners of the War Department, Mr. T. W. Watson, State that in that examination the witnesses had said to him that he didn't think there was any danger in leaving me and if he thought so he would not wish me to go over. When the word read to Watson his testimony that part was left out. Watson asked him if it was not necessary to put that in. He said
no it was not necessary.

Mr. Smiger did not in my opinion request the Captains to land it all.

Sworn that

Jersale Smith

State of Tennessee

County of Shelby

John R. Williams of lawful age being duly sworn where his oath to say that he was Captains of the Steamers James Watson and was Captain of that boat on her last trip from Vickery to this City I have heard the above affidavit of Daniel Kent. I know the facts as far as known are true. I know from all the circumstances of the case that Smiger did not wish the boat endangered he desired to get Maj. Waynes aboard but after some men on horseback were seen he did not desire us to land. I saw no armed men until I suppose some were nearby and some white men I considered it the proper course not to stop another
Mr. Jones said to me if you think there is any danger don't land. I don't know that there was any danger whatever but I make it a rule not to land when I see any waves on horseback.

I have been shown a certificate in the hands of Mr. Bayford touching the matter to which my name is attached signed by my clerk. That certificate is correct and I directed my clerk through Mr. Jones to sign my name to it. I am and was Commander of the Steamboat 'Emily'.

I, ____________

Born to ____________.

Mr. and Mrs. _______.

Hand ________.

March 18____

Henry R. ___

Not. Pkt.
Memphis Inn Apr 45 1864

Brig. Genl. R. B. Bueford

Comdg. Dist. East Ark.

General:

Your Petition

George Swiger respectfully represents that
at the time of the breaking out of the war
of rebellion by the Southern States against
the authority of the United States, he was
a resident of the State of Arkansas, which
was one of the States engaged in said rebellion.
Being such resident he died at the city of
Little Rock on or about the 12th day of
January or possibly February. The precise
date he does not now recollect, enters into a
written contract with William P. Burkes for
the delivery to him your petitioners by the said
Burkes some time during the year 1863, pro-
vided the said Swiger your petitioner demanded
the same during the said time, your petition
providing therein at the time of the execution of
such contract the sum of twenty five hundred
dollars in Confederate funds. This receipt of
which is acknowledged in the body of said con-
tract by the said Burkes. Which said contract
provided that your petitioners was to take all
rights of the said Cotton being burned, and
recites that in case, two should arise by
reason of a destruction raid into the country
by the forces of the United States, a military necessity that the said cotton should be burned. The same was to be burned and that great and imminent danger of its falling into the hands of the Federal forces was to constitute part cause of the burning of said cotton and that the said if so burned was to be burned as the property of your petitioners. Which said contract was taken out of the hands of your petitioners and placed in your hands and as your petitioners believes is now held by you.

He says that at the time of making the said contract he was dwelling in the said State of Arkansas and was under the authority and control of some exercising government in the name of the Confederate States; no part of the said State, so far as he is aware, being then held by the Federal forces except the City of Helena. That he had acquired and held twenty-five hundred dollars in Confederate money. There was an opportunity to invest that money in cotton. If he held the funds he believed they would become worthless if he invested them in the cotton that might be burned under the military orders (Confederate) requiring all cotton to be burned which should become likely to fall into the hands of the Federal forces. Hence he was obliged to take this view.
of losing his funds by their becoming worthless if he kept them by the burning of the cotton if he invested them. He elected to take the cotton richly. Accordingly he purchased the cotton in question paying for it the said funds and taking the said contract for its delivery. The object of that clause of said contract touching the burning of the cotton was not for the benefit of your petitioner but in derogation of his interest but solely for the benefit of the party contracting to deliver the cotton excepting him from the obligation to deliver the same in case it should be destroyed in accordance with said Military orders to prevent its falling into the hands of the Federal forces over the execution of which orders neither the said Burke nor your petitioner could exercise any influence to prevent the same. The effect of this said clause as your petitioner understands now understands it was simply to recognize the fact of this risk arising out of the possible execution of said orders and to place that risk on your petitioner. When he bought the cotton it was understood that that risk of its being burned was to be his. The said Cotton has been four weeks ago was safe in Drew County Arkansas and he believes it still is there safe and if unembarrassed
by the National Government or its agents he will be able to get the same now, and bring it into this market.

Your petitioner further says he was returning from Dual County to make his arrangements for bringing up the said cotton together with others at one time on the steamer Watson. At the time he requested the said boat to take on Mr. Wayne at Farry's Point—supposing him to be there. He says the facts in that case are these: Before going down in that boat, your petitioner met the wife of the Mr. Wayne, who requested him to get her husband to come up to Helena and comply with all the requirements of the Government to remain there at home. He, Wayne, had been bound from Helena by Earl Prickett, because he refused to take the oath of allegiance. As your petitioner was informed and believed, but since which he had as he himself informed your petitioner, taken the oath. Your petitioner believing that Wayne had in good faith taken said oath was anxious in compliance of Mrs. Wayne's request, to have him come up on that boat, and that was his reason and his only reason for desiring him taken aboard. Your petitioner says there were
No rebel soldiers at Parris Point at that time, and there was no danger whatsoever in landing for Mr. Whayne. This fact your petitioners had no doubt of at the time and has since learned to have been the fact. Your petition did not insist on the boat’s landing. He had no authority or control over the boat whatever. He was merely a passenger on board, and requested the captain to take on Mr. Whayne if he were there. He had no idea there was danger and certainly had no desire to endanger the boat on the contrary he was coming up to Memphis to make his arrangements for bringing up a large quantity of cotton for which he held permits which are now in your hands, and it would have greatly embarrassed and injured him if the boat had been captured. Your petitioners say in all this matter, he was entirely innocent of any wrong intent whatever.

Your petitioners says at the time of the purchase by him of Banks’ slave division for the delivery of which the said contract was made as above set forth he and the said Banks were both living within the military lines of the Confederate military authorities. That since that time he has taken the oath of allegiance in good
to the United States, which oath is, as he
believes, in your possession; and again
on the 22d February last he took the Amnesty
Oath prescribed by the President of the United
States, which is here attached and made
an exhibit herin. Your petitioner lays he
knows of no law which he violated in buy-
ing this said cotton or in taking this obligation
of Burke to deliver the same. If the said
purchase of the said cotton or the taking
such contract under the circumstances
under which it was done was unlawful
he was not aware of it.

Your petitioner further says that if
the purchase of cotton with Confederate
money is either unlawful or disloyal
he was ignorant of the fact; he says the
Treasury regulations warrant the use
of such money in the purchase of cotton
while it is a plain proposition that, as cotton
is a thing of value, and to obtain which
is of service to the National cause and
prosperity; and Confederate money is
a thing of no value, the more cotton
can be gotten from them in returns
for Confederate funds the better. It is taking
something from them of value and putting
it to the credit of the Commerce and
supplies of the United States, for which they get nothing of intrinsic value in return. It weakens them and strengthens, as far as it goes, the Government.

Your petitioners say that on account of the said purchase by him of the said cotton & taking said contract for its delivery, the use of Confederate money in the purchase of cotton, and the request for the release of Wilson to take care of his wife at Miami's Point, he has been battered from hence as appears by the printed order issued by yourself under date of March 27, 1864 a copy of which is hereto attached and made an exhibit hereina.

Your petitioners says further you have taken from him and held the said contract of Burkes, together with receipts to him for money as follows:

W. B. Burkes receipt for $25,200, Confederate, dated Mar. 16th, 1864.

A. C. Hare's receipt for $10,000 Confederate, dated Mar. 16th, 1864.

R. Hare's receipt for $5,570 Confederate, dated Mar. 17th, 1864.

And two receipts of L. H. Hare's for cotton, dated Mar. 16th, 1864.
Making all together in Cotton and
money receipts for about $3000.
Your petitioner files herewith an
affidavit hereinabove made.
Therefore your petitioner asks
that the said order by which he is
ordered to leave the District of East
Arkansas be revoked and re-
acted and that all the said contracts
and receipts be rendered to him,
Respectfully submitted,
J. Brent Thornton
for Petitioner

State of Tennessee
County of Shelby

George Smizer, the petitioner,
makes oath and swears the above petition and
the matters as therein stated are true.

Sarah Smizer
Sworn to Sabino
Me. J. Gray and my husband
Seal of Office April 4
1864

Hiram D. Hill
J. R. Hill
SPECIAL ORDERS.

HEADQUARTERS DISTRICT OF EASTERN ARKANSAS,

HELENA, ARKANSAS, March 29, 1864.

No. 87.

I. George Smizer is hereby ordered to leave the District of Eastern Arkansas, for conduct inconsistent with the obligations of a loyal citizen, evidence having been produced at these headquarters that he tried to induce the officers of the steamer James Watson to land at Priar’s Point, on the 20th inst., in order that he might have communication with a noted rebel, Major Whayne, and at the time when there were rebel soldiers on the levee, who might have captured the boat had she landed, as he insisted she should; and upon whose person was found the evidence of his having made unlawful contracts with disloyal citizens, and that he has been conniving at the burning of cotton, to prevent the same from falling into the hands of the forces of the United States.

II. It appearing by the affidavit of George Smizer, and from the papers found in his possession, that John H. Morse is, and has been, jointly interested with him in his disloyal practices, it is hereby ordered that John H. Morse leave the District of Eastern Arkansas.

III. The Provost Marshal will enforce the above orders by causing George Smizer and John H. Morse to embark on the first steamer bound up the river.

By order of Brig. Gen. N. B. Buford.

T. C. MEATYARD,
Assistant Adjutant General.

OFFICIAL

W. CHANDLER, First Lieut. and A. D. C.

A true copy of papers, including interrogations and erased, found on the person of George Smizer, at Helena, Arkansas, March, 1864, by the Provost Marshal.

“A.”

—

To all whom these presents may come:

Be it known, that I, William P. Burks, for and in consideration of the sum of two thousand five hundred dollars, to me in hand paid by George Smizer, of Phillips county, Arkansas, receipt whereof is hereby acknowledged, have this day sold unto the said Smizer twenty-five bales of cotton, supposed to weigh four hundred and fifty pounds each, more or less, at twenty-five cents per pound.

The said cotton to be delivered to said Smizer, or his order, at my farm, in Drew county, Arkansas, put up and baled in good merchantable order, on demand of said Smizer, provided the said demand is made during the year of our Lord eighteen hundred and sixty-three. Now, if upon the delivery of the above-named cotton, its value at twenty-five cents per pound should exceed the sum above acknowledged as received, the said Smizer is held bound to pay me on delivery thereof the sum necessary to make the full amount of the value of said cotton, in Confederate money; and, on the contrary, if the value of the said cotton, at the rate above-named, should fall short of the sum of two thousand five hundred dollars, then I am hereby and herein bound to refund in Confederate money to said Smizer so much of the sum above acknowledged and received as the actual value of said cotton may fall short.

It is understood between the parties, the said Smizer and myself, that the cotton shall be such as is known as “middling.”
The said Smizer takes all risks, but if there should arise, by reason of a sudden raid into the country by the forces of the United States, a military necessity requiring that said cotton should be burned it is to be burned as the property of said Smizer. Great and imminent danger of falling into the hands of the federal forces is regarded and understood to constitute just grounds for the burning of said cotton as military necessity.

Witness: R. H. MINNIX.

"B."

Received, Monticello, Ark., March 15, 1864, from George Smizer, ten thousand dollars, confederate money, which I promise to vest for him in cotton, at seventy-five cents per pound, free of charge.

Test: WM. P. BURKS.

"C."

$28,000. Received, Monticello, March 16, 1864, from George Smizer, twenty-eight thousand two hundred dollars, confederate money, which I promise to vest in cotton at seventy-five cents per pound, in as short a time as I can, free of charge, or return the same when called for.

WM. P. BURKS.

"E."

Received, Monticello, Drew county, Ark., March 16, 1864, one hundred and fifty dollars, in full pay for three bales of good fair cotton, in good shipping condition, which I promise to deliver to said Smizer or order on demand. Said Smizer takes the risk of the burning by confederate authority, or the taking of the same by the federals.

W. S. WELLS.

"F."

I have this day sold to George Smizer nineteen bales of cotton, of good fair quality, in good shipping order, averaging four hundred and fifty pounds each, at twelve and a half cents per pound, to be delivered to said Smizer or order, on demand, in the town of Monticello, in Drew county, Ark.

March 16, 1864.

J. P. HEIGHTOWER.

"G."

I certify that I have sold to George Smizer eight bales of cotton, each to weigh four hundred and fifty pounds in good order, to be delivered in Monticello, subject to his order.

March 17, 1864.

J. P. HEIGHTOWER.

"H."

I have this day received from George Smizer, fifty-eight hundred and seventy dollars in southern funds, which I promise to invest in cotton for him on the best terms I can, or return the same on demand.

LAWRENCE H. BEISER.

Monticello, Drew Co., Ark., March 17, 1864.
George Smizer to J. H. Morse,  
1864:  
Feb. 23 By cash .................................................. $152.50  
24 " ............................................................. 600.00  
27 " ............................................................. 100.00  
9 " ............................................................. 250.00  
March 1 " ...................................................... 1,080.00  
9 Confed. ..................................................... 5,490.00  
Southern ...................................................... 4,900.00  
Confed. (mine) ................................................ 8,145.00  
Confed. count short ....................................... 2,300.00  

I certify that the above is a true copy of the papers found in the possession of George Smizer.  
Given under my hand at Helena, Ark., March 26th, 1864.  

C. B. BLANCHARD,  
Lieut. and Provost Marshal, Dist. Eastern Arkansas.  

(state of arkansas)  
County of Phillips)  

George Smizer being duly sworn deposes and says: I reside in Helena; my family are in Maryland; I have lived in this part of the country the last three or four years; my business has been that of a farmer; I am now a cotton buyer, under permit from United States Treasury Department; I know John H. Morse; have known him seventeen or eighteen years; I have business relations with him; he has furnished me with capital; on the 9th day of March, 1864, he furnished me with $3,490 in confederate money, also $3,145 in confederate money on the same day; he supplied me with that confederate money to invest in cotton; I do not know where he obtained that confederate money; Mr. John H. Morse is interested with me in the cotton to be obtained from William P. Burks, of Drew county, Arkansas, under the agreement, of which a copy is hereunto annexed, marked exhibit "A," and made a part of this my affidavit.  

Signed: GEO. SMIZER.  

Sworn and subscribed this 26th day of March, 1864.  

T. C. CALLIOOT,  
Asst. Special Agent Treasury Department.  

A true copy.  

W. CHANDLER,  
First Lieutenant and A. D. C.  

(permit to purchase)  

Certificate: The certificate of the acts of Congress is hereby submitted in connection with the purchase of cotton.  

To whom it may concern:  

This may certify, that George Smizer has this day presented an authority executed by J. M. Toney, assistant special agent of the Treasury Department, to him, dated the 25th day of March, 1864, for the purchase, transportation, and sale of products, and has filed in my office an application for a permit to purchase within the limits following, to wit, Arkansas, DeSoto, Drew, Phillips,
Obiciot, and Ashley counties, Arkansas, and to transport thence to Memphis, Tennessee, and to sell the products named and described as follows, viz: five hundred bales cotton; and the said George Smizer has made oath before me pursuant to the regulations prescribed by the Secretary of the Treasury.

Now, therefore, by virtue of the authority of the President of the United States, conferred on me through the Secretary of the Treasury, in pursuance of the proviso of the 5th section of the act of Congress, approved July 18, 1861, entitled, "An act further to provide for the collection of duties on imports, and for other purposes," I do hereby authorize and permit the said George Smizer to purchase within the limits above described, and to transport thence to Memphis, Tennessee, by way of water, and to sell the above-named products, provided, however, that any violation of the "regulations concerning commercial intercourse with and in States declared in insurrection," prescribed by the Secretary of the Treasury, September 11, 1863, or of local rules made under them, shall work an immediate revocation of this license; and all purchases, transportation, or sales under it, after such violation, shall be unlawful, the same as though the permit had not been issued.

The right is also reserved to revoke, suspend, or qualify this permit at such time and in such manner as the public interest may require; and unless renewed it will expire thirty days after date, and thenceforward be of no force whatever.

In testimony whereof, I hereunto set my hand and affix the seal of this office, this 22d day of March, 1864.

G. W. CARLETON,
Surveyor of Customs.

(Copy.)

OFFICE OF THE PROVOST MARSHAL,
DISTRICT OF EASTERN ARKANSAS,
HELENA, ARK., March 28, 1864.

GEORGE SMIZER: You will be at the office of Mr. Collicot at exactly ten o'clock and forty-five minutes.

Mr. Collicot's office is over the Post Office.


C. B. BLANCHARD, Lieut. and Provost Marshal, Per Houston.

STATE OF TENNESSEE.
COUNTY OF SHELBY.

Daniel Toal, of lawful age, being first duly sworn upon his oath, says:

I am Pilot on the steamer James Watson, and have been for about three weeks; was Pilot on her in the late trip from Vicksburg to Memphis; I knew George Smizer; he came aboard the Watson on this trip, in the night, from a gun boat below Greenville; I came off watch about a mile and a half below Friar's Point as we came up; Smizer came to me and asked me to blow the whistle to near over to Friar's Point, saying he desired to see if Mr. Whayne had gone up the river or not, that he wished to see him; while we were talking the Captain (Watson) came up and I said to him: "Captain, this is a bad place, they boarded the White here about a week ago." Mr. Smizer said: "Captain I don't think there is a bit of danger. If I thought there was, I would not desire you to go over." The Captain concluded to run over there; we went to within about three hundred yards of shore, when Mr. Smizer hailed to a person on shore asking if Whayne had gone up the river; the person addressed, waved his hat up the river; I don't know whether he meant by that, that Whayne had gone up, or whether he intended to signal the boat to go on; we saw six or seven men on horseback, two of them rode up on the levee to the gentleman that waved his hat and commenced talking to him;
then one of them galloped up the levee opposite the boat by the time she got fairly under way again, and hallowed to us to stop, that he had a hundred bales of cotton to ship; the boat had slackened up, but had not entirely stopped at any time; the men had no arms that I could see.

I was present at Helena on the 29th instant, when Captain Watson was examined by General Buford at his headquarters; I saw General Buford take down the testimony of Watson; I heard Watson state in that examination that Smizer had said to him that he did not think there was any danger in going, and if he thought so he would not wish him to go over; when the General read to Watson his testimony that part was left out; Watson asked him if it was not necessary to put that in; he said, "No, it was not necessary." Mr. Smizer did not in my presence request the Captain to land at all,

DANIEL TOAL.

Sworn to and subscribed before me and given under my hand and official seal at Memphis, this 31st day of March 1864.

[SEAL AND STAMP.]

HUME F. HILL, Notary.

STATE OF TENNESSEE.

COUNTY OF SHELBY. {Ex.

John L. Watson, of lawful age, being duly sworn upon his oath, says:

I am Captain of the steamer James Watson, and was Captain of that boat on her late trip from Vicksburg to this city; I have heard the above affidavit of David Toal read; I know the facts set forth therein are true; I know from all the circumstances of the case that Smizer did not wish the boat endangered; he desired to get Major Whayne aboard, but after some men on horseback were seen he did not desire us to land; I saw no armed men at all; I suppose some were negroes and some white men; I considered it the safer course not to stop; and Mr. Smizer said to me: "If you think there is any danger, don't land." I don't know that there was any danger whatever, but I make it a rule not to land when I see any person on horseback; I have been a shown a certificate in the hands of General Buford, touching the matter to which my name is attached, signed by my clerk; that certificate is correct, and I directed my clerk through Smizer to sign my name to it; I am and was commander of the steamer James Watson.

JOHN S. WATSON.

Sworn to and subscribed before me, and given under my hand and official seal at Memphis, this 31st March, 1864.

[SEAL AND STAMP.]

HUME F. HILL, Notary Public.

MEMPHIS, TENN., April 6, 1864.

Brig. Gen. N. B. Buford,

Commanding Eastern District, Arkansas.

GENERAL: Accompanying this letter in which I desire to express by way of argument, as the counsel of Mr. Smizer, and of Mr. Morse, my views touching the facts appearing by the papers and evidence heretofore in your possession, and the affidavits which accompany their respective petitions, and also the points of law resulting out of those facts.

There seem to be three matters alleged against Smizer.

1st. That he had sometime in the early part of 1863, entered into a contract with one Burks, for the delivery of certain cotton which Smizer had purchased of him; which contract stipulated that imminent danger of the cotton falling into Federal hands was to be taken as cause for the burning of the same to prevent its falling into such hands.

Smizer, at that time, (because the contract was made in Little Rock,) was himself under the control of the Confederate military authorities, and was, so far as local circumstances point out a political character, he was then himself a citizen of the so-called Confederate Government—military lines and operations made him such. The result of this fact is that, by said contract, what-
ever may have been its statements and character, it must be regarded as an
instrument of writing between confederates as parties thereto, and could not
have, by any construction, constituted an unlawful act, as between a citizen of
the Federal Government in correspondence with the enemy.

Again, this contract was obviously, so far as the objectionable clause therein
is concerned, namely, that the presence of Federal forces should be deemed a
good cause for burning, introduced solely for the benefit of Burks in view of
Confederate military orders, for the purpose of placing the risk of burning on
Smizer and relieve Burks from obligation to deliver said cotton, or account for
the same.

It was not the intention, and could not be on the plain principle of self in-
terest, the desire of Smizer, that the cotton should be burned, and in point of
fact, he has so managed that this very cotton is now safe within the Fede-
ral lines, and awaits his opportunity of bringing it up on the permits which
he holds from the Treasury Department. This latter fact throws light on the
whole transaction and interprets the intention of Smizer.

Not only so, but since both the contracting parties were residents of the so-
called Southern Confederacy at that time, and Smizer having since taken
the oath of allegiance, and also the amnesty oath of the President of the United
States, whatever disloyal acts he had committed in entering into the said con-
tract or otherwise, were cured by the taking of said oaths; that such is the
legal effect of the act of taking the amnesty oath cannot, for a moment, be
controverted. The question, therefore, and the turning question in this branch
of the case, is as to the date of said contract. If it was made prior to Smizer's
coming into our lines, and taking said oaths, whatever disloyalty might be at-
tached to it, was cured and annulled by his taking the oaths. But if it had
been entered into after his coming into our lines, and taking said oaths, then
I think it would be unquestionably a violation of his oaths and his good faith
to the Government.

You will see, by inspecting the date of the contract, General, that this tran-
saction occurred long before Smizer came into the lines, or took the said oaths,
because the contract was made in January or February, A. D. 1863, and he
came into the lines and took these oaths long since that date.

2d. It is claimed that Smizer was in communication with a noted rebel, and
insisted on having the boat land for him, to its great peril of being captured.

The affidavits filed with his petition clearly indicate that he did not request
the boat to land with any purpose of endangering her; the affidavits of Daniel
Toal and Watson conclusively prove that, in point of fact, there was no dan-
ger, there being no hostile force there.

Smizer's petition makes a rational exposition of this matter and his motives
entirely consistent with the facts and circumstances of the case.

And I submit, General, whether his clear statement of these motives are not
to be taken as true until some competent proof is offered to establish the con-
trary.

Much the more when it appears, by the positive testimony before alluded
to, that there were no hostile persons on shore. It was undoubtedly wrong for
Mr. Smizer to ask the captain of the boat to do an act which was unlawful,
namely: to land the boat. Whilst I do not regard it as fully established by
the affidavits that he did insist on the actual landing of the boat, or whether
he merely desired the boat to run in shore to ascertain if Whayne was there,
and if there, to have him brought abroad in the yawl; but however that may be,
the evidence incontrovertibly shows that the boat, in point of fact, did not land.
If she had landed, that would have constituted an offense, but it surely cannot be a crime merely to have made a request for the landing of the boat.

It is not to be presumed that Smizer intended to involve his friends, the captain and officers of the boat, in a difficulty with the Government, and his request to land the boat must therefore have been either the result of ignorance or thoughtlessness on his part—most likely the former. In dealing with him for this indiscretion, his motives and objects are to be considered, and however great the indiscretion, he ought not to be harshly dealt with, unless it clearly appears that his motives were bad.

3d. It is alleged that he used Confederate funds. You will see, General, by the opinions heretofore transmitted of gentlemen who command your esteem and confidence, and whose opinions ought to be of great weight in such a matter, that it has never been regarded as disloyal, unlawful, or wrong to use Confederate funds in the purchase of cotton.

It is a fact so patent that few will doubt it, that the more of the Confederate notes thrown back and put into circulation in the South, the more will their currency be disturbed, and their financial strength weakened.

While it is equally obvious that the more cotton we get without giving them any value in return, tends to strengthen us.

Hence, to buy cotton with Confederate funds is to be regarded as highly beneficial and patriotic rather than injurious and disloyal. I believe the above are all the points involved in this case.

I feel confident, however, that Mr. Smizer was for a time under a great cloud, on account of his alleged defalcation in office, but time has demonstrated, as I understand, that he had actually made no default, and when last his accounts were finally settled, the county was indebted to him instead of his being indebted to the county.

No doubt this cloud had to some extent poisoned your mind and arrayed against him prejudices of which he is undeserving.

He had also doubtly strayed very widely from the right path in yielding himself to any concurrence whatever in the rebellion, but he has, like the prodigal son, found his error, and came back to his allegiance.

He has a right to stand squarely upon his amnesty oath, which is attached to his petition, and have all of its legal benefits.

I state it as my conviction, General, on a careful examination of this case that the most which appears against Smizer is the indiscretion of having requested the boat to be landed.

And even that is not thoroughly established; and surely this a small matter when compared with the magnitude of the judgment against him, which involves, if executed, his disgrace and ruin.

I submit that a judgment thus reaching to the destruction of all his interests in this life, ought to rest on causes so grave as to commend themselves to the minds of all.

In Mr. Morse’s case there are only two points, as I apprehend.

1st. The giving Confederate funds to Smizer to buy cotton with; and 2d, his supposed interest in the Burks cotton contract. What I have said above with respect to the use of Confederate funds applies equally to his case as to the Burks’s cotton case. It is clearly in proof, by the affidavit of Smizer, that he did not even know of the existence of Smizer’s contract with Burks, and could not, by any possibility therefore, be implicated in said contract, whatever might be its terms and effects.
This you will perceive on a close inspection of Smizer's affidavit appended to Morse's petition.

May I not therefore, General, in view of these facts and principles, with some degree of confidence ask your reconsideration and revocation of your order banishing these two gentlemen, or at least that you will grant to them a full and fair trial before a military commission, upon charges and specifications filed with such commission, and that they have opportunity to defend themselves against such charges.

I, therefore, in case you are not prepared to revoke said orders, ask in their behalf such trial.

I hoped to have the power of seeing you in person, but a sudden attack of fever renders it impossible to go to Helena, and I have accordingly taken this method of addressing you.

I trust I have succeeded, though this argument is dictated from a fevered bed, that I have been able to make clear my propositions, and that they will meet your concurrence.

I am, General, respectfully,
Your obedient servant,

P. E. BLAND,
per C. H. ROBINSON.

Gen. Buford refused to revoke and referred the same to Gen's Hurlbut or Steel.

MEMPHIS, TENNESSEE, April 14, 1864.

Major General S. A. HURLBUT,
Commanding 16th Army Corps.

GENERAL: Your petitioner, George Smizer, respectfully represents that he is the owner of a large quantity of cotton situated in the southeast portion of Arkansas, for the bringing out of which he has permits from the Treasury Department. His cotton is so situated that it will be liable to be burned or destroyed unless he shall be able early to get it away and bring it to his market, to do which will require his personal presence and efforts. He desires, therefore, to go down there for the said cotton, together with some other cotton which he has contracted for and partly paid for under permits from the Treasury Department, and for this purpose he prays you to grant him a pass to Vicksburg or Gain's Landing.

Your petitioner is ready to give bonds in any reasonable amount; that in case you grant him the relief he asks that he will conduct himself in all respects with loyalty to the Government and in fidelity to his oath of allegiance and amnesty, and in nowise abuse the privilege granted him.

Respectfully submitted,

GEO. SMIZER.

Mr. George Smizer and J. H. Morse have been banished by Gen. Buford from Arkansas. That region of country is not in my command, and if it were I would not interfere with Gen. Buford without full examination. Mr. Smizer must apply to the War Department for relief if he wishes it. I have nothing to do with his or any one else's speculations in cotton, and so far as I am concerned most devoutly wish that every pound of the article were burned, in which case the war, unencumbered by stealing, would soon be brought to an end.

J. A. HURLBUT,
Major General.

April 15.
A true copy of papers including mortgage
and rents found on the premises of George
Simms at Helena Arkansas March 1864
by the Provost Marshall

To all whom these presents may
come. Be it known that I William S. Parks
for and in consideration of the sum of one Thousand
five hundred dollars to me in hand paid by
George Simms of Phillips County Arkansas
except whereof is hereby acknowledged, there this
day sold unto the said Simms hereinafter
three hundred and fifty pounds each one ounce at sixty
five cents per pound. The said cotton is to be
sold to John Simms at my farm in Little
County Arkansas, paid for and sold on good and
characterable orders, on demand of said Simms. Provided
the said cotton is made during the year of
our Lord Eighteen hundred and sixty three year
thirty six upon the delivery of the above named cotton its
value at seventy five cents per pound should exceed
the sum above acknowledged as received at received.
The said Simms is held bound to pay me on delivery
thereof the sum necessary to make the full amount
of the value of said cotton, and in the contrary of
the value of the said cotton at the rate above named
should fail thirty of the sum of two thousand five

Purdue Miller, then I am kindly and sincerely
in Confederate Army
is required to take Smager to much of the above acknowledged and received as the actual
value of said cotton may fall short.
It is understood between the parties: the said
Smager and myself that the quality of said cotton
shall be such as is known as "middling.
The said Smager covenants all the risks except
the risks of said cotton being captured or stolen
by the authorities of the federal Government.
But if there should arise by reason of said
said cotton being stolen into the hands of the forces of the United States
by the forces of the United States
a military necessity requiring that the said cotton
should be burned it is to be burned as the property
of said Smager. But said amount covenants if
falling into the hands of the Federal forces may
said and understand to be fulfilled just amount
for the burning of said cotton as military necessity.
(Signed)
Wm. P. Burks

R. H. Miller

Renewed Monticello A.M.
March 16th, 1864

Some George Smager has thousand hundred
Confederate Money which I promise to value for
him on Cotton at twenty-five cents per hundred
fre of change.

Wm. P. Burks

A. C. Shady

Contents

Wm. P. Burks
$282.00  Received Monticello March 16, 1864
from George Smoger twenty-eight thousands one
federal notes which I promise to pay in cash
at twenty-five cents per pound or as soon as I
come free of charge or return the same when called
for.

from P. Doolittle

This is to certify that we did not see the
money handed us by George Smoger & R. H. Wallace
for the purpose of buying cotton on account
of danger of being burned and have handed the
money back to George Smoger

We, P. Doolittle
March 16th, 1864

Received Monticello March 16, 1864
One hundred and fifty dollars in full pay
for three Bales of good fair Cotton in good
Shipping Condition. Which I promise to deliver
to David Smoger or order on demand. Said Smoger
takes the risk of the burning by Confederate
authorities or the taking of the same by the federal
W. S. Wells

Subscribed

Hereby this day sold to George Smoger nineteen
Bales of Cotton of good fair quality in good
Shipment order averaging four hundred and fifty pounds (50) at twelve and half cents per pound to be delivered to said Smegir by order in demand in the town of Monticello in New Co., March 16th, 1864.

O. P. Sightsworth.

I certify that I have noted to George Smegir Eight Bales of Cotton, each to weigh four hundred and fifty pounds in good order to be delivered in Monticello subject to his order March 17th, 1864.

O. P. Sightsworth.

I have this day received from George Smegir Fifty Eight hundred & seventy dollars in cash new funds, which I promise to redeem in Oxford for him on the best terms I can or return the same on demand. Monticello, New Co., March 17th, 1864.

Lawrence M. Barger.


George Smegir

To J. W. Smith 192.

1864, Feb. 23rd

By Cash 0$ 152.81

$ 500, 00
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar 1st</td>
<td>Confederate</td>
<td>1080.00</td>
</tr>
<tr>
<td>Mar 9th</td>
<td>Confederate</td>
<td>3490.00</td>
</tr>
<tr>
<td>Mar 21st</td>
<td>Confederate</td>
<td>4700.00</td>
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<tr>
<td>Mar 31st</td>
<td>Confederate</td>
<td>3143.00</td>
</tr>
<tr>
<td></td>
<td>Confederate Short</td>
<td>2200</td>
</tr>
</tbody>
</table>

I certify that the above is a true copy of the papers found in possession of George Smiley
Given under my hand at Helena
Ark. March 28th, 1864
(Signed) B. B. Blanchard
and President, Marshall
and Each A. R.

Alice Key
H. Chamber
Ph. M. N. A.
Memphis, Miss.
May 12th 1864

Moore J. H. & Co.

States that he cannot
perform his contracts owing
to the inefficient closing of
the lines. Will do so as
soon as they are opened again.

Addressed
S. W. Dews
Tallahahassee, Fl.

My F.
Memphis, Tenn. May 12th 1864

Mr. Samuel Lione

Sirs,

The unexpected closing of the military lines has put it out of my power to come to terms in person.

But sir, as soon as the lines are opened you may depend on me furnishing all the articles agreed upon and in as large quantities as you may want. Failing any decision to carry on the contract at the earliest opportunity practicable,

I remain yours etc.

J.T. Morse & Co.

The Cozy

McQuaide

Addresed "Salabatchey City"

15th May
Helena, Ark, July 3rd 1864

Indicate that the letter of which the foregoing is a copy was found by me on the person of S.W. Sims of Tallahassee Co. Miss. on the evening of July 1st at the house of Mr. Cooper at Franktown Miss. He was known to walk with a culprit.

A.D. Wagner, Capt.
Co. F. 63th V. I. S. Colored Inf.
Memphis, Tenn. April 28th, 1864

Brig. Genl. W. D. Buell
(Comdg. Dist. Ark. & Miss.,)

General,

Accompanying this letter, in which I desire to express, by way of argument, the counsel of Mr. Snider, and of Mr. Bodamy, my brief touching the facts appearing by the papers and evidence, brought in your profession, and the affidavit which accompany their respective petitions, and also the points of law resulting out of those facts.

There seems to be three matters alleged against Snider,

1st. That he had sometime in the early part of 1863, entered into a contract with Mr. Parker for the delivery of certain cotton, which Snider had purchased of him, which contract stipulated that imminent danger of the cotton falling into Federal hands was the reason as cause for the burning of the same to prevent its falling into such hands.

Snider at that time, (because the contract was made in Little Rock), was himself under control of the Confederate Military authorities, and was, so far as local circumstances point out a political character, he was then himself, a citizen of the so called Confederate Government. Military lines and operations made him such. The result of this fact is, that he said contract, whatever may have been its statement and character, it must be regarded as an instrument of
writing between Confederates as parties thereto, and
could not have, by any construction, constituted an unlawful
act, as between a citizen of the Federal Government, in
Correspondence with the Enemy.

Again this enters was obviously, so far as the
objectionable clause therein is concerned, namely, that
the presence of Federal forces should be deemed a good
cause for burning, introduced solely for the benefit of
Berks in view of Confederate military orders, for the
purpose of placing the risk of burning on Berks,
and relieve Berks from obligation to deliver said
cotton, or account for the same.

It was not the intention and could not have
been on the plain principle of self interest, the desire
of Smizer, that the cotton should be burned, and in
point of fact, he has so managed that the very cotton
is now safe, within the Federal lines, and awaits his
opportunity of bringing it up, on the permits which he
holds from the Treasury department. This latter fact,
throws light on the whole transaction and interprets
the intention of Smizer.

Not only so, but since both the contracting parties
were residents of the so-called Southern Confederacy at
that time, and Smizer having since taken the oath
of allegiance, and also the Amnesty oath of the Preside-
of the United States, whatever disloyal acts he had
committed in entering into the said contract or otherwise,
were cured by the taking of said oaths, that such is
the legal effect of the act of taking the�nnuity oath, comes for moment to be controverted. The question, therefore, and the turning question in this Branch of the case, is as to the date of said contract. If it was made prior to Strong coming into our lines and taking said oath, whatever disloyalty might be attached to, was cured and annulled by his taking the oath. But if it had been entered into after his coming into our lines and taking said oath, then I think it would be unquestionably a violation of his oath, and his good faith to the Government.

You will see by inspecting the date of the contract, generally, that this transaction occurred long before Strong came into the lines, or took the said oath, because the contract was made in January or February A.D. 1863, and he came into the lines and took there oath long since that date.

It is claimed that Strong was in communication with a noted Rebel, and received orders from his troops for him to get out of being captured.

The affidavits filed with the petition, clearly indicate that he did not request the outstanding Enemy posing in dangering her. While the affidavits of Mathew, Neal, and Nathan conclusively prove that in reality just there was no change, there being no hostile force there.

Strong’s petition makes a rational exposition of this matter, and his motives entirely consistent with the facts and circumstances of the case.

And I submit, General, whether his clear
funds, you will see General, by the opinions herewith transmitted by Gentlemen who command your esteem and confidence, and whose opinions ought to be of great weight in such a matter, that it has never been regarded as disloyal, unfaithful or wrong to use Confederate funds in the purchase of cotton.

It is a fact to pulsate, this few will doubt, that the more of the Confederate notes thrown back and put into circulation in the South, the more will their currency be disturbed, and their financial strength weakened.

While it is equally obvious that buying cotton with Confederate funds is to be regarded as highly injurious and patriotic, rather than injurious and disloyal, I believe the above are all the points involved in this case.

I feel confident however that Mr. Smiger whom I have known for a long time, is a generous and good citizen. While he lived in Hikton, was for some time under great cloud, on account of his alleged defalcation in office, but time has demonstrated, and understand, that he had actually made no defalcations, and never last his accounts were finally settled, that the county was indebted to him instead of his being indebted to the county.

No doubt this cloud had to some extent poisoned your own mind, and arrayed against him prejudice of which he is misunderstanding.
He had also doubtless strayed very widely from the right path in yielding himself to any encroachment whatever on the Rebellion, but he has, like the prodigal son, found his error, and come back to his allegiance. He has a right to stand squarely upon his amnesty oath which is attached to his petition, and have all its legal benefits.

I state it as my conviction, General, on a careful examination of this case, that the most which appears against Dresser is the indiscretion having requested the boat to be landed, and even that is not thoroughly established, and surely this is a small matter when compared with the magnitude of the judgment against him which involves, if executed, his disgrace and ruin.

I submit that a judgment thus reaching to the destruction of all his interests in this life, ought to rest on causes so puedo as to commend themselves to the minds of all.

In Mr Moses's case there are only two points as I apprehend,

1st. The giving Confederate funds to Dresser to buy Cotton with, and 2nd. His supposed relative in the Burns Cotton contract.

What I have said above with respect to denying Confederate funds applies equally to this case.

As to the Burns Cotton, it is clearly in proof by the affidavit of Dresser that he did not even mention
the existence of Burns's contract with Burns, and could not by possibility therefore, be implicated in said contract, whatever might be its terms and effects.

This you will perceive, on a close inspection of Burns's affidavit appended to any petition.

May I, therefore, General, in view of these facts and principals, with some degree of confidence ask your reconsideration and revocation of your order banishing these two Gentlemen, and, at least if you are not prepared to do that, that you will grant them a full and fair trial before a military commission, upon charges and specifications filed with such commission, and that they have opportunity to defend themselves against such charges.

Therefore, in case you are not prepared to revoke said orders, ask in their behalf such trial, I humbly request the honor of seeing you in person, but a sudden attack of fever renders it impossible to go to Orleans, and I have accordingly taken this method of addressing you.

I trust I have succeeded, though this opinion is dictated from a feverish bed, that I have been able to make clear my propositions, and that they will meet your concurrence.

I am General Respectfully

Jno. Obedt Dennis

P. H. Bland

A. C. H. Robinson
Apr-6
C.15
State of Arkansas
County of Phillips

[Signature]

George Ensign, being duly sworn, deposes and says: I reside in Helena. My family are in Maryland; I have lived in this part of the County the last three or four years. My business has been that of a farmer; now a cotton buyer under permit from U.S. Treasury Department. I know John H. Moore; have known him seventeen or eighteen years; I have business relations with him: he furnished me with capital; on the 25th day of March, 1864, he furnished me with $800.00 in Confederate Money, also $1,145.00 in Confederate Money on the same day; he supplied me with that Confederate Money to invest in Cotton; I do not know where he obtained that Confederate Money; Mr. John H. Moore is interested with me in the Cotton to be obtained from William P. Roeder of Drew County, Arkansas, under the agreement, of which a copy is hereto annexed, marked Exhibit 'A' and made a part of this my affidavit.

Sworn to and subscribed (Signature) Geo. Ensign
this 25th day of March

Not before me.

[Signature]
N. C. Callicot
A. C. Ball
J. T. H. C. L. B.
Head Quarters, District Eastern Arkansas,
Helena, Ark., June 15th, 1868.

Col. E. W. Remount.

S. A. Genl. U. S. A.

Herein I return you the papers in the case of George Singer & J. W. Utter.
I remark in case of Singer, that before I took Command of this Post on the 21st of Sept. 1863, the records of the Post show that he had been ordered out of the District. He came here during the latter part of October, without a revocation of the order, as in the military statements of officers of my Command, & a personal examination of him, I enforced the order, & he left on the 15th day of Nov. 1863. These relations are stated on an annex, where I have since captured him with his son, prisoner of war. His son is in the Rebel army, & his son's wife was in the vicinity, banished from St. Louis at the time he was here.

On the 31st of Feb'y last, Singer returned to this Post with letters from Attorney General, dated the 25th. Schofield, requesting me to permit him to attend to some private business & return. I acceded to the request, & he abused it, by trading extensively in Arkansas, & entering into large Cotton speculation, & holding intercourse with the enemy.

On the 31st of March last, Capt. G. T. Holabrough 3rd Co. U. S. Col.'d. Inf., one of the officers of my Command, was on the steamer 'Virginia' & witnessed the occurrence off Finars Point, which is stated in my report, & reported the facts to me. (Enclose, in his letter) I ordered his arrest, & examination, which is
includ'd in the papers herewith returned. I enclose herewith his black Memorandum Book with it enclosures, all the material thing & enclosed in the papers returned.

Smiger's conduct merits much severer punishment than merely 200 punishment.

One of the reasons of his former fearless conduct was that he took the oath of allegiance soon after the occupation of this place, & was permitted to pass in & out of the lines. He purchased horses & Mules stolen from this Post by Negroes he dishonored soldiers for very small prices, & sold them to the Confederates. He in one case to the Government! One of his Commissaries, W. H. W. was a Prisoner of War, stated to me, that Smiger Smiger had offered to take him in as a partner in his dishonest practice.

Yes, with his accomplices have passed into the lines of the rebel army, acting unscrupulously to make money — I reported many such cases to W. H. Hunt, my immediate Commander, he caused the arrest of thirteen Boats, & in but one case was there any punishment.

In the case of J. H. Wose, he was ordered out of the lines for the reasons set forth in my order, on the affidavit of Smiger, which is contained in the papers. Previously, his steamer, the R. V. W. was seized for having smuggled goods on board this vessel ran off before the examination was finished. She was sent to Memphis & released as all the others were, by the
Sezen. Age. Thus! To my knowledge he had

two men, Murphy & Jackson engaged in Coosa-

ma County as his agents in buying slaves,

who could only have remained there by the con-

sent of the Rebels, for troops of Forrest's Com-

mand were at the same places with them - they

had passes from Memphis!

H. P. Coolidge, an honorable man of

this place, reported to me on the 21st of April

when he had just returned from New Orleans

Vicksburg, that Major Wayne had been ar-

rested & imprisoned at Vicksburg, & that J. H.

Morse (the man named in my order) had procured

his liberation by paying the Provvt. Marshal

the sum of one thousand dollars, which sum

he borrowed from Charles Weatherford, a merchant
of Memphis, for that purpose, who was then
at the time - Mr. Coolidge got his informa-

tion from Weatherford.

If all the men who have been en-
gaged in unlawful traffic on this river could
be punished as he tried, punishment from the
laws would be a slight penalty. I have

seen no reason for revoking my order in the

case of George Enigma & J. H. Morse

Very Respectfully

J. W. Humphreys

[Signature]
Head-Quarters 16th Army Corps,
Memphis, Tenn., April 17, 1864.

Birks Buford
Com'g 16th N. E. Mt. Arkansas

Gentleman,

I have evidence to think that you have dealt somewhat hastily with Mr. Morse, especially if it be true as alleged by him that he was not tried at the hearing.

I have enquiry into his statements and find it good. I do not think it is any office to send Confederate money back to the South for this purpose, and I do think you gave it to your own best self-interests for justice to give him a hearing before counsel ment.
I have assurance from my state that you know and respect that Mr. S. is loyal and honorable and think it simple justice that he should have the opportunity of relieving himself from the disgrace which attaches to such a sentence.

Very truly,
Yours,

[Signature]

[Signature]
Memphis Tenn. April 15th

Brig. Genl. U. B. Bogue

Col. Dept. East TN.

Sir:

Col. John H. Moore, respectfully reports that he had no connection whatever with George Enzinger in the purchase of a lot of cotton from W. P. Rankins in January or February last nor in the contract of said Rankins to deliver the same. Nor had he any interest in said cotton, and specifically, nor did he know that any such transaction had been made by said Enzinger until after the arrest and banishment of said Enzinger under your order of the 25th March directing the said Enzinger and myself to leave the Eastern District of Arkansas. He says the said Enzinger delivered a large amount of Confederate money to the said Enzinger to buy cotton for him under proper permits which he and the said Enzinger each respectively had obtained of the Treasury Department authorizing them to purchase and ship said cotton, a copy of which permits is hereto attached and made exhibits herein marked "A" and "B", respectively, under this arrangement the said Enzinger was to sell
to your petitioner his cotton in New
County Arkansas and the said Shannon
was to have an interest in the profits
realized thereon. But he did not buy any
specific lot of cotton nor was he aware
of how the said Shannon came to own
the same or any part thereof.

He says it is a plain proposition
that he had a right under said
permits to buy of such or any other
legal person in said county.
And equally plain under any
proper Construction of the issuing
regulations that he had the right
to buy with Confederate funds or
indeed with any funds whatever
except Gold or Silver Coin or Exchange.

He says General that so far as the
said order applies to him the same
must have been made (if it was made
during his absence and without his being
heard on the matter) upon a misappre-
henion of the fact in the case.

Your Petitioner further says he has
very large interest at the Green Helena
induced by the letter of the Honorable H. S.
Bliss of Newbern one of the staunchest
supporters of the Administration. He

out leased of Geo A. Craig on his death bed and to aid him in that home, for a term of twelve months and paid therefor ten thousand dollars in each since which he has been compelled to invest in carrying on the plantation and other plantations. Thirteen thousand dollars more and will yet have to lay out ten or fifteen thousand dollars more in order to save what he has invested, all of which will be lost if the said order is carried into effect.

Wherefore as your petitioners is innocent of any wrong in the premises he asks that said order so far as the same relates to him be reconsidered and revoked.

Respectfully submitted

Blair & Thornton

for Petitioners


State of Tennessee
County of Shelby 3rd

John H. Morse. The
petitioner makes oath and says the above petition and the matters as
therein stated are true.

James Habersam on 11th of April 1854

John H. Morse
State of Tennessee

County of Shelby

George Smijer

makes oath and says in his affidavit given before me, Sam'l. Best, Provost Marshal on the 28th day of March he do not intend to be understood as stating that Mr. J. H. Morse had any specific interest in the cotton purchased by affiant, of Brownes. Morse bought of affiant his cotton in Drew County.

So far as affiant knows Morse knew nothing about affiants transaction with Brownes whatever and he now here makes this explanation. That he sold all the cotton he had in Drew County (150) one hundred fifty bushels never Exp. Of

Geo Smijer

Sworn to subscribed before me

[Signature]

Saml. Best, Marshal

This 4th April 1862

[Signature]
House of Representatives
Washington D.C.
Dec 31st 1863

My dear Sir,

I am informed from Mr. John A. Craig and others, that they are about to return to Arkansas, the latter is an old friend of myself and family, and a man whose long residence in Pennsylvania earned him the title of the old settler. I therefore hope you will excuse me for recommending Mr. B., their good husband to your kindest consideration. I have stated to Mr. Craig, that I knew from your zeal and activity you would be intimate with an officer in command, and would probably induce them to do all they could for her comfort, the protection of their property and any other man; in the present state of the day their protection is absolutely essential to bring back the confidence and affection of the past, with those, who like Mr. and Mrs. Craig complain that they have suffered much loss of property from our soldiers, at a time when they were observing with consternation fidelity their every obligation to our country. If the President has kindly given assurance of his wishes in regard to their family, and with my perfect confidence in their disposition to forget the enemies, real or imaginary, they have sustained, for they deem it just to forget every thing unpleasant even, in the past. I do trust that you will do all in your power for their
peace properly obtained.
I hope you and Mr. A. will be good friends. I know you to be a plain straightforward man. I think you can rely on Mr. A.'s high character as a gentleman, while his long residence in the State, may not be without service to you in event you remain permanently at Helena.
As usual write in haste.

I miss Emily.

Henry T. Blow

State of Tennessee,
County of Saline

I certify that the above is a true copy of the letter of Henry T. Blow, addressed to John N. Madison.

Given under my hand and notarial seal at office this 5th April 1864.

Dr. S. Thornton
Notary Public