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S. 18 (Sup.) D. C. A. 1864.
Papers Pertaining
to Smizer & Morse

1864
~~North East Ark.~~
D. C. A.

to gr
Oath of Allegiance to the United States Government.

"I, George Smiser, 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support all acts of Congress passed during the existing rebellion with reference to slaves, so long and so far as not repealed, modified, or held void by Congress, or by decision of the Supreme Court; and that I will, in like manner, abide by and faithfully support all proclamations of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 27 day of February, 1864. }

G Smiser
Residence Montgomery Co Md
Age 55 Height 54 feet 5 inches,
Hair Gray Eyes Blue

PROVOST MARSHAL, DIST. EAST ARK.

A. W. H. Ash

Capt

DEPUTY.

P. M. Registrar

2

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 Whyne, 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.

M. Chandler
1st dt. v. d. c.

State of Tennessee }
 County of Shelby } ss.

Daniel Coal. 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 her late trip from Vicksburg, to Memphis. I know George Snitzer. He came aboard the Watson on this trip in the night from a Gun Boat below Greenville. I came off of watch about a mile and a half below Friars Point as we came up. Snitzer came to me and asked me to blow the whistle to run over to Friars 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 buried the white there about a week ago. Mr. Snitzer said "Captain I dont 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. Snitzer hollered to a person on shore asking if Whayne had gone

had gone up the river. The person addressed
 waived 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 gentle-
 man that waived 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 hollered
 to us to stop that he had a hundred bales
 of cotton to ship. The boat had slacked
 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
 inst. when Captain Watson was examined
 by General ^{Buford} at his Head Quarters. I saw Genl.
 Buford take down the testimony of Watson.
 I heard Watson state ~~that~~ in that examina-
 tion that Scriver had said to him that
 he did not think there was any danger in
 going over and if he thought so he would
 not wish him to go over. When the Serial
 read to Watson his testimony that part
 was left out. Watson asked him if it was
 not necessary to put that in. He said

5

no it was not necessary.

Mr. Smizer did not in my presence request the Captain to land at all.



Daniel Read
From the Subscribed before me
And given under my hand
& Official seal at Memphis
this 31 March 1864
Wm. D. Hall
J. H. H.

State of Tennessee
County of Shelby

John J. 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
Daniel 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 Maj. Whayne
aboard but after some men on horse
back 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 shown a certificate
in the hands of Genl. 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 Commandant of the
Steamer James W. ~~W. W. W.~~ ~~W. W. W.~~



Sworn to & subscribed before
me and given under my
hand & official seal
at Memphis this 31
March 1864
G. W. Hill
Not. Pub.

7
Memphis Tenn April. 4th 1864
Brig. Genl. N. B. Buford
Comd'g. Dist. East. Ark.

General:-

Your Petitioner

George Smizer 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 did at the City of Little Rock on or about the 1st day of January or possibly February, the precise date he does not now recollect, enter into a written contract with William P. Burks for the delivery to him your petitioner by the said Burks some time during the year 1863, provided the said Smizer your petitioner demanded the same during the said year, your petitioner paying therefor at the time of the execution of said contract the sum of twenty five hundred dollars in Confederate funds, the receipt of which is acknowledged in the body of said contract by the said Burks. Which said contract provided that your petitioner was to take all risks of the said Cotton being burned, and recites that in case, there should arise by reason of a sudden 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 just cause of the burning of said cotton and that the same if so burned was to be burned as the property of your petitioner. Which said contract was taken out of the hands of your petitioner and placed in your hands and as your petitioner 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 those 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 ~~was~~ should become wholly to fall into the hands of the Federal forces. Hence he was obliged to take the risk

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 latter risk - 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 interests but solely for the benefit of the party contracting to deliver the cotton - excusing 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 Banks nor your petitioner could exercise any influence to prevent the same. The effect of the said clause as your petitioner understood and now understands it was simply to recognize the fact of the 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 the risk of its being burned was to be his. The said cotton he says 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 speedily and bring it into this market.

Your petitioner further says he was returning from Dew County to make his arrangements for bringing up the said cottons together with other wts on the Steamer Watson at the time he requested the said Boat to take on Mr. Whayne at Friars Point supposing him to be there. He says the facts in that case are these:- Before going down on that trip your petitioner met the wife of the Mr. Whayne, who requested him to get her husband to come up to Helena and complying with all the requirements of the Government to remain there at home. He, Whayne, had been banished from Helena by Genl. Prentiss 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 Whayne had in good faith taken said oath was anxious in pursuance of Mrs. Whayne's request, to have him come up on that trip, and that was his reason and his only reason for desiring him taken aboard. Your Petitioner says there were

11
No rebel soldiers at Friars Point at that time and there was no danger whatever in landing for Mr. Whayne. This fact your petitioner had no doubt of at the time and has since learned to have been the fact. Your Petitioner 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 petitioner says in all this matter he was entirely innocent of any wrong intent whatever.

Your petitioner says at the time of the purchase by him, of Burks, of the said cotton for the delivery of which the said contract was made as above set forth He and the said Burks 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

12
faith
to the United States, which oath is, as he believes, in your possession; and again on the 22^d February last he took the amnesty oath prescribed by the President of the United States, which is hereto attached and made an exhibit herein. Your petitioner says he knows of no law which he violated in buying the said cotton or in taking the obligation of Burkes to deliver the same. If the said purchase of the said cotton or the taking said 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 return 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 Petitioner says 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 steamer Watson to take on Mr. Whayne at Africa's Point he has been banished from Helena as appears by the printed order issued by yourself under date of March 29th 1864 a copy of which is hereto attached and made an exhibit herein.

Your petitioner says further you have taken from him and hold the said contract of Burks, together with receipts to him for money as follows: -
 Wm. P. Burks receipt for \$28200, Confed. funds, dated Mar 16th 1864. - A. C. Harley's receipt for \$10,000 Confed. funds, dated 15th March ¹⁸⁶⁴ R. H. Belens receipt for \$5870 Southern funds, dated 17th March ¹⁸⁶⁴ - And two receipts of L. P. Hoptown for cotton dated 16 & 17th March ¹⁸⁶⁴ respectively and one receipt for cotton, of Wm. S. Wells dated Mar 16th 1864

14

Making all together in Cotton and money receipts for about \$50000-

Your petitioners files herewith, attached hereto and made exhibits herein affidavits in support of the allegations herein made.

Wherefore your petitioners asks that the said order by which he is ordered to leave the District of Eastern Arkansas, be reconsidered and revoked and that all the said contracts and receipts be redelivered to him,

Respectfully Submitted
Blount & Thornton
for Petitioners

State of Tennessee
County of Shelby

} ss.

George Snitzer the petitioner makes oath and says the above petition and the matters as therein stated are true.

Geo Snitzer

Presented & subscribed before me J. Gray and my hand & seal of Office April 11 1864

Thomas G. Hill
Notary



SPECIAL ORDERS, }

No. 87.

HEADQUARTERS DISTRICT OF EASTERN ARKANSAS,

HELENA, ARKANSAS, *March 29, 1864.*

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 Friar'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 interlineations and erasures, 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.

WM. P. BURKS.

Witness: R. H. MINSER.

"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.

A. T. HURLY.

Test: WM. P. BURKS.

"C."

\$28,200. 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. BELSER.

MONTICELLO, DREW Co., ARK., March 17, 1864.

"I"

HELENA, ARK., February 23, 1863.

George Smizer to J. H. Morse,

1864:		Dr.
Feb. 23	By cash.....	\$152 50
24	".....	500 00
27	".....	100 00
29	".....	250 00
March 1	".....	1,080 00
9	Confed.....	3,490 00
	Southern.....	4,900 00
	Confed. (mine).....	3,145 00
	Confed. count short.....	2,200 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 28th, 1864.

C. B. BLANCHARD,

Lieut. and Provost Marshal, Dist. Eastern Arkansas.

(Copy.)

STATE OF ARKANSAS, }
County of Phillips, } ss.

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 28th day of March, 1864.

T. C. CALLICOT,

Ass't Special Agent Treasury Department.

W. CHANDLER,

First Lieutenant and A. D. C.

A true copy.

(Copy.)

Permit to purchase within States declared in insurrection products of the country, and to transport and sell the same, under the proviso of the 5th section of the Act of Congress of July 13, 1861.

PORT OF MEMPHIS.

To whom it may concern:

This may certify, that George Smizer has this day presented an authority executed by J. M. Tomeny, 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,

Chicot, 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 13, 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.

[SEAL]

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.

By order of Brig. Gen. BUFORD, Commanding.

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

STATE OF TENNESSEE, } ss.
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. Wayne 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 hallowed to a person on shore asking if Wayne had gone up the river; the person addressed, waved his hat up the river; I don't know whether he meant by that, that Wayne 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 slacked 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 over, 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.

HUME F. HILL,
Notary.

[SEAL AND STAMP.]

STATE OF TENNESSEE, }
COUNTY OF SHELBY. }

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.

HUME F. HILL, Notary Public.

SEAL AND STAMP.

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 interest, 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 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 President 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 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 attached 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 transaction 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 danger, 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 contrary.

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 aboard in the yawl; but however that may be, the evidence incontestably 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 herewith 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, 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 mind and arrayed against him prejudice 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 Burk'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 with some degree of confidence ask your reconsideration and revocation of your order banishing these two gentleman, 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.

April 15.

J. A. HURLBUT,
Major General.

A true copy of papers including interlined
and annexed found on the person of George
Smizer at Helena Arkansas March 1864
by The Provost Marshall

To all whom these presents may
come. Be it known that I William C. Parks
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 truly and knowledge, 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 New
County Arkansas. put up and baled in good mer-
chantable 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 or 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 required
should fall short of the sum of two thousand five

Amount Dollars. then I am hereby and humbly 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 quality of said cotton
shall be such as is known as "Middling".

The said Smizer takes 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 a sudden
raid into the country 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 Smizer. Great and imminent danger of
falling into the hands of the Federal forces is re-
garded and understood to constitute just grounds
for the burning of said cotton as military necessity

(Signed)

Wm P. Burks

Witness

R. H. Miner

Received Monticello Ark

March 16th 1864

I am George Smizer ten thousand dollars
confederate money which I promise to give for
him in cotton at twenty five cents per pound
free of charge

W. C. Jewell

Wm P. Burks

acknowledged

\$28200 Received Monticello March 16 1864
 from George Smizer twenty eight thousands con-
 federate money which I promise to rest in cotton
 at seventy five cents per pound in as short a time
 as I can free of charge or return the same when call-
 ed for

Wm. P. Banks

This is to certify that we did not use the
 money handed us by George Smizer & B. H. Wallace
 for the purpose of buying cotton in account
 of danger of being burned and have handed the
 money back to George Smizer

Wm. P. Banks

March 16 1864

L. E. Cole

Received Monticello New Orleans Ark

March 16th 1864

One hundred and fifty bolls 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
 authorities or the taking of the same by the Federal
 W. S. Wells

Wm. P. Banks

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 (Ea) at twelve and half cents per pound to be delivered to said Smizer or order on demand in the town of Monticello in New York. March 16th 1864

D. P. Scightruso

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 17th 1864

D. P. Scightruso

I have this day received from George Smizer Fifty eight hundred & seventy dollars in Sanctum funds, which I promised to invest in Cotton for him on the best terms I can or return the same on demand. Monticello New York. March 17th 1864

Lawrence J. Belser

Monticello Ark. July 23rd /63

George Smizer

To D. P. Smizer

Dr.

1864 July 23rd

By Cash

\$ 152.81

" 24

" "

500.00

July 27 th	By Cash	\$101.00
" 29 th	" "	250.00
March 1 st	" "	1080.00
" 9 th	Cred	3490.00
	Southern	4900.00
	Cred (Min)	3145.00
Cred Cont Short		2200

I certify that the above is a true copy
of the papers found in possession of George
Smizer.

Given under my hand at Helena
Ark. March 28th 1864

(Signed) G. B. Blanchard
Lt. and Provost Marshal
Dist. East Ark.

A true copy
W. Chandler
1st Lt. Ark.

Memphis Tenn
May 12th 1864.

Messrs. J. A. & Co.

States that he cannot
fulfill his contract owing
to the unexpected closing of
the lines. Will do so as
soon as they are opened again.

Advised

S. W. Sims

Tallahatchie Co

Miss.

(Copy)

Memphis Tenn. May 12th 64.

Mr. Samuel Lione

Sir

The unexpected closing
of the military lines has put it out
of my power to come to time as per
agreement -

But Sir, as soon as the lines are
opened you may depend on me fur-
nishing all the articles agreed upon
and in as large quantities as you may
want. Feeling very desirous to carry
on the contract at the earliest oppor-
tunity practicable -

I remain Yours &c

J. A. Moore & Co.

True Copy

M. Chandler
1st Lt. & Co.

Addressed

"Salahatchey City"
Miss

Helena, Ark. July 3rd 1864

I certify that the letter of which the foregoing is a copy was found by me on the person of S. W. Sims of Tallahatchie Co Miss on the evening of July 1st at the home of Mr Cooper at Friars Point Miss. He was lame & walked with a crutch.

A. C. Thayer. Capt
Co. G. 63rd A. S. Colored Inf

Memphis Tenn April 6th 1864

Brig. Genl. W. B. Buford.
Comd'g. East, Dist. Arkansas.

General,

Accompanying this letter, in which I desire to express, by way of argument, as the counsel of Mr Snizer, 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 Snizer.

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 Snizer 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.

Snizer 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 by said contract, whatever 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 Berks in view of Confederate military orders, for the purpose of placing the risk of burning, on Smizer 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 principal of self interest, 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 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 President 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 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 Snitzer coming into our lines and taking said Oaths, whatever illegally might be attached 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 transaction occurred long before Snitzer came into the lines, or took the said oaths, because the contract was made in January or February A.M. 1863, and he came into the lines and took these oaths long since that date.

2nd It is claimed that Snitzer was in communication with a noted Rebel, and insisted on having the boat land for him to his 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, while the affidavits of Daniel Toal and Watson conclusively prove that in point of fact there was no danger, there being no hostile force there.

Snitzer'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

4
Statement of those motives, are not to be taken as true until some competent proof is offered to establish the contrary.

Much therefore, when it appears by the positive testimony before alluded to, that there were no hostile persons on shore, It was undoubtedly wrong for Mr Snizer to ask the Captain of the boat to do an act which was unlawful, namely, to land the boat. Whether 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 near the shore to ascertain if Whayne was there, and if there, to have him brought aboard 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 offence, 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 Snizer 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 appeared that his motives were bad.

3rd It is alleged that he used confidential

funds, You will see Generals 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, unlaupful 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. Snitzer whom I have known for a long time, is a generous and good Citizen, while he lived in Missoury, 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 was at 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 undeserving,

6
He had also doubtless strayed very wildly 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 come back to his allegiance. He has a right to stand squarely upon his Oath which is attached to his petition, and have all its legal benefits.

I state it as my conviction, General, in a careful examination of this case, that the most which appears against Snitzer is the indiscretion of 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 grand 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 Snitzer to buy Cotton with, and 2nd his supposed interest in the Banks Cotton Contract.

What I have said above with respect to the using Confederate funds, applies equally to his case.

As to the Banks Cotton, it is clearly in proof by the affidavit of Snitzer that he did not even know

7
the existence of Shinger's Contract with Burks, 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 Shinger's affidavit appended to Messrs' petition. May I not, 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; or 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.

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

I hoped to have the honor of seeing you in person, but a sudden attack of fever, renders it impossible to go to Klemm, 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
Yours Obedt Servant

P. B. Bland
By C. H. Robinson

Apr-64

Cats

2

(Copy)

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 County the last three or four years: my business has been that of a farmer: I am now a cotton buyer under permit from U.S. Treasury Department: I know John A. 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 \$3,490.⁰⁰ in Confederate money, also \$3,145.⁰⁰ 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 A. Morse is interested with me in the cotton to be obtained from William P. Rivers 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 & subscribed (Signed) Geo Smizer
this 28th day of March
1864 before me.

Attest (Signed) J. C. Callicut

J. Chandler Apt. Spl. Agt. Treas. Dept.

1st Div. + A. D. C.

Head Quarters, District Eastern Arkansas,

Helena, Ark., June 15th 1863.

Col. E. O. Townsend,

A. A. General S. A.

Herewith I return you the papers in the case of George Smizer ^{and} J. W. Moore. I remark in case of Smizer, that before I took command at 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, ^{and} on the written statements of officers of my command, ^{and} a personal examination of him, I enforced the order, ^{and} he left on the 1st day of Nov. 1863. His relations in the vicinity are ~~well~~ one in arms, whom I have since captured ^{and} sent North a prisoner of war. His son is in the Rebel army, ^{and} his son's wife was in the vicinity, banished from St. Louis ^{at the time}, he was here.

On the 3rd day of Feby. last, Smizer returned to this Post with letters from Attorney Genl. Bates ^{and} Genl. Schofield, requesting me to permit him to attend to some private business ^{and} return. I acceded to the request, ^{and} he abused it, by trading extensively in Arkansas, ^{and} entering into large Cotton speculations, ^{and} holding intercourse with the enemy.

On the 21st of March last, Capt. G. W. Hollibaugh 56th Ill. S. Col. Inf., one of the officers of my command, was on the steamer Jas. Watson ^{and} witnessed the occurrence off Friar's Point which is stated in my order, ^{and} reported the facts to me. (Enclosed, see his letter) I ordered his arrest, ^{and} examination, which is

included in the papers herewith returned - I enclose herewith his black Memorandum Pocket book with its enclosures, all the material ones being copied in the papers returned.

Smizer's conduct merits more severe punishment than merely banishment from this District.

One of the reasons of his former banishment was that he took the oath of allegiance soon after the occupation of this place, and was permitted to pass in and out of the lines - He purchased Horses and Mules stolen from the Post by Negroes and dishonest soldiers for very small prices, and sold them to the Confederates and in one case to the Government! One of his cousins, J. Warren Smizer, ^{now} ~~then~~ a Prisoner of War, stated to him, that George Smizer had offered to take him in as a partner in his dishonest practices.

He, with his accomplices have passed into the line of the rebel army, seeking unscrupulously to make money - I reported many such cases to Maj. Genl. Hurlbut, my immediate Commander, and caused the arrest of thirteen Boats, and in but one case was there any punishment.

In the case of J. H. Morse, he was ordered out of the lines for the reasons set forth in my order, on the affidavit of Smizer, which is contained in the papers. Previously, his steamer, the R. H. Hill was seized for having smuggled goods on board - this mate ran off before the examination was finished - She was sent to Memphis, and released as all the others were, by the

Treasury Agts. there! To my knowledge he had two men, Murphy and Jackson engaged in Coahoma County as his agents in buying cotton, who could only have remained there by the consent of the Rebels, for troops of Forrest's command were at the same places with them - They had passes from Memphis!

W. P. Coolidge, an honorable man of this place, reported to me on the 21st of April when he had just returned from New Orleans and Vicksburg, that Major Whayne had been arrested and imprisoned at Vicksburg, and that J. H. Morse, (the man named in my order) had procured his liberation by paying the Provost Marshal the sum of one thousand dollars, which sum he borrowed from Charles Northrop, a merchant of Memphis, for that purpose, who was there at the time - Mr Coolidge got his information from Northrop.

If all the men who have been engaged in unlawful traffic on this river could be ferreted out and tried, punishment from the laws would be a slight penalty - I have seen no reason for revoking my order in the case of George Smizer and J. H. Morse.

Very Respectfully,

A. B. Buford
Brig. Genl

Head-Quarters 18th Army Corps,

MEMPHIS, TENN., April 4 1864.

Brig Genl Buford
Camp to N. E. Arkansas

General

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

I have inquired into his reputation & find it good. I do not think it is any offence to send Confederate money back to the South for their produce & I do think you give it to your own high reputation for justice to give him a hearing before banishment.

I have assurances from me
that you know and respect
that Morse is loyal and
honorable and thinks it
simple justice that he shall
have the opportunity of re-
lieving himself from the dis-
grace which attaches to
such a sentence.

Very truly

Yours

J. A. Hill
ms 9ul

Memphis Tenn April 4th 1864

Brig Genl. N. B. Buford
Comd'g Dist East Tennessee

General:

Your

Collector John H. Morse, respectfully represents that he had no connection whatever with George Smizer in the purchase of a lot of Cotton from Wm P. Burks, in January or February last nor in the Contract of the said Burks to deliver the same nor had he any interest in said Cotton specifically, nor did he know that any such transaction had been made by said Smizer until after the arrest and banishment of said Smizer under your order of the 29th March directing the said Smizer and myself to leave the Eastern District of Arkansas. He says he did deliver a large amount of Confederate money to the said Smizer to buy cotton for him under proper permits which he and the said Smizer 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 being marked "a" & "b" respectively. Under this arrangement the said Smizer was to sell

2
to your petitioner his cotton in Drew
County Arkansas, and the said Smizer
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 Smizer 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 said or any other
loyal person in said County.
And equally plain under any
proper construction of the Treasury
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 (It was made
during his absence and without his being
heard in the matter) upon a misappre-
hension of the facts in the case.

Your Petitioner further says he has
very large interest at or near Helena
induced by the letter of the Honorable H. S.
Blow of Missouri 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 hour, for
 term of twelve months and paid therefor
 ten thousand dollars in cash 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 in-
 vested, all of which will be lost if
 the said order is carried into effect.

Wherefore as your petitioner 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
 Blaine Thornton
 for Petitioner



State of Tennessee }
 County of Shelby } ss.

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

Presented before me
 April 1864 H. J. Morris
 Notary

John H. Morse

State of

State of Tennessee }
County of Shelby } ss.

George Smizer
makes oath and says in his affidavit
given before Brig. Genl. Buford at Helena
on the 28th day of March he did not
intend to be understood as stating that
Mr. J. H. Morse had any specific
interest in the cotton purchased by
affiant of Burks - Morse bought
of affiant his cotton in Drew County.
So far as affiant knows Morse knows
nothing about affiant's transaction with
Burks whatever - and he now here
makes this explanation. that he sold
all the cotton he had in Drew County (150) one
hundred fifty Bales more or less

Geo Smizer

sworn to & subscribed before me
I George W. Smith my hand
I Seal This 4 April 1864
George W. Smith
J. W. Smith



(Copy of Henry S. Blunt's letter)

House of Representatives
Washington D. C.,

Dec 31st 1863.

My dear Sir,

Mr & Mrs John A. Craig are about to return to Arkansas, the latter is an old friend of myself, and family, and a lady whose long residence in Missouri endeared her to the old settlers. I therefore hope you will excuse me for recommending Mrs C, & her good husband to your kindest consideration. - I have stated to Mr Craig, that I knew from your zeal & activity you would be intimate with our officers in command, and would probably induce them to do as much for her comfort, the protection of their property than any other man; in the transition state of the day this protection is absolutely essential to bring back the confidence & affection of the past, with those, who like Mr & Mrs Craig complain that they have suffered much loss in property from our soldiers, at a time when they were observing with conscientious fidelity their every obligation to our country. The President has kindly given assurance of his wishes in regard to this family, and with my perfect confidence in their disposition to forget the wrongs, real or not, they have sustained, for they desire to forget every thing unpleasant ever, in the past. I do trust that you will do all in your power for their

peace prosperity & happiness.

I hope you and Mr C. will be good friends, I know
you to be a plain straight forward man, & I think
you can rely on Mr Craig'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 I am in haste.

Yours Truly,

Henry S. Blow,

State of Tennessee
County of Shelby

I certify that the above is a true
copy of the letter of Henry S. Blow, addressed to
John Amers,

Given under my hand and Notarial Seal at
office this 5th April 1864,

Wm N. Thornton

Notary Public