

HORSES, MULES, ETC., SHIPPED TO SOUTH AFRICA.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

REPORT AND ACCOMPANYING PAPERS CONCERNING SHIPMENTS
OF HORSES, MULES, AND OTHER SUPPLIES FROM LOUISIANA
TO THE SEAT OF WAR IN SOUTH AFRICA.

APRIL 17, 1902.—Read; referred to the Committee on Foreign Affairs and ordered to
be printed.

To the House of Representatives:

I transmit herewith a report, with accompanying papers, from the Secretary of State, in response to the resolution of the House of Representatives of April 10, 1902, calling upon him for copies of "any report and communication of the governor of Louisiana, together with all accompanying affidavits, documents, and communications concerning shipments of horses, mules, and other supplies from Louisiana to the seat of war in South Africa."

THEODORE ROOSEVELT.

WHITE HOUSE, *April 17, 1902.*

DEPARTMENT OF STATE,
Washington, April 16, 1902.

The PRESIDENT:

The undersigned, the Secretary of State, has the honor, in compliance with the resolution of the House of Representatives of April 10, 1902, to lay before the President, with a view to its transmission to that body, if he shall deem it proper so to do, a copy of a letter from the governor of Louisiana "together with all accompanying affidavits, documents, and communications concerning the shipment of horses, mules, and other supplies from Louisiana to the seat of war in South Africa."

Respectfully submitted,

JOHN HAY.

STATE OF LOUISIANA, EXECUTIVE DEPARTMENT,
Baton Rouge, March 29, 1902.

Hon. JOHN HAY,
Secretary of State, Washington D. C.

SIR: I have the honor to inform you that on February 21, 1902, I received from Mr. C. H. Lavillebeuvre, private secretary to Hon. Paul Capdevielle, mayor of New Orleans, a letter of which the following is a copy, and which explains itself, viz:

STATE OF LOUISIANA, MAYORALTY OF NEW ORLEANS,
City Hall, February 20, 1902.

His Excellency, W. W. HEARD,
Governor of Louisiana, Baton Rouge, La.

DEAR SIR: His honor, the mayor, is in receipt this morning of a letter from Secretary John Hay with an inclosure, copies of which are here inclosed and explain themselves. As it appears from General Pearson's own letter, the acts complained of are committed in the parish of St. Bernard, consequently out of the jurisdiction of the city authorities.

His honor respectfully refers this matter to you for your consideration, and whatever action you may deem advisable in the premises.

The mayor sends you renewed assurances of his esteem and regard, and I have the honor to be,

Very truly and sincerely, yours,

C. H. LAVILLEBEUVRE,
Private Secretary.

Following is the copy of one of the inclosures referred to above:

DEPARTMENT OF STATE,
Washington, February 18, 1902.

His Honor the MAYOR OF NEW ORLEANS,
New Orleans, La.

SIR: The President has received a letter, of which I inclose a copy. As the writer threatens to commit a breach of the peace in New Orleans, I beg to refer his letter to you for such consideration as you may think it merits.

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

JOHN HAY.

[Inclosure from Samuel Pearson, February 1, 1902.]

NEW ORLEANS, *February 1, 1902.*

DEAR SIR: I beg you to receive and consider this last solemn appeal in behalf of the burghers of the South African Republic respecting what is permitted at this port.

I affirm that the port of New Orleans is being made the basis of military operations and the port and waters for the purpose of the renewal and augmentation of military supplies for the British army for use in South Africa and against the burghers in South Africa.

I affirm that at the port of Chalmette, a few miles below the city of New Orleans, a British post has been established; and men and soldiers are there assembled and are there daily engaged in warlike operations, and are there for the purpose of the renewal and augmentation of military supplies and for the recruitment of men.

The attention of the courts has been called and an appeal made to them, and the United States circuit court for the eastern district of Louisiana, in the case of *Pearson v. Parson* (108 Fed. Rep., p. 461), declared that this matter was not in the cognizance of the court, expressly declaring that the matter was one that "can be dealt with only by the executive branch of the Government."

No concealment has been made of the facts I have stated. The war is carried on by officers in the army of Edward VII openly at Port Chalmette in all respects. They do not appear in uniform. Will I be permitted to strike these with the force I might assemble here? I pray your excellency to either put an end to this state of affairs or permit me to strike here one blow.

With every respect for the authority of the United States Government, may I not

consider your silence or inaction the equivalent of consent for me to stop the further violation of the neutrality laws at this port, or to carry on war here for the burghers.

I have the honor to be, very respectfully,

SAML. PEARSON,
Burgher, South African Republic.

The PRESIDENT, *Washington, D. C.*

On the receipt of the foregoing, by my direction, the following letters were at once mailed, viz:

STATE OF LOUISIANA, EXECUTIVE DEPARTMENT,
Baton Rouge, February 21, 1902.

DEAR SIR: The governor directs me to acknowledge receipt of your communication of the 20th instant, transmitting copies of communications from Samuel Pearson to the President and to Hon. John Hay, Secretary of State. The governor further directs me to inform you that he has noted the contents of these communications, as well as your own, and that he has written to Sheriff E. E. Nunez, of St. Bernard, in regard to the matter.

With assurances of the governor's high esteem and regards, I remain,
Very respectfully,

LEON JASTREMSKI, *Private Secretary.*

HON. PAUL CAPDEVIELLE,
Mayor of New Orleans.

STATE OF LOUISIANA, EXECUTIVE DEPARTMENT,
Baton Rouge, February 21, 1902.

HON. E. E. NUNEZ,
Sheriff of the parish of St. Bernard, St. Bernard, La.

DEAR SIR: The governor directs me to inform you that he has this day received a communication from Hon. Paul Capdevielle, mayor of New Orleans, transmitting copies of communications addressed to him by Hon. John Hay, Secretary of State, Washington, D. C., and from Samuel Pearson, burgher, South African Republic, addressed to the President of the United States.

From the tenor of Pearson's letter to the President, Secretary Hay considers that he has threatened to commit a breach of the peace at New Orleans, but the mayor calls attention to the fact that the acts complained of in Pearson's letter, as it appears therein, are committed in St. Bernard.

In his letter to the President Pearson says:

"I affirm that at the port of Chalmette, a few miles below the city of New Orleans, a British post has been established, and men and soldiers are there assembled, and are daily engaged in warlike operations, and are there for the purpose of the renewal and augmentation of military supplies and for the recruiting of men.

"No concealment has been made of the facts I have stated. The war is carried on by officers in the army of Edward VII openly at Port Chalmette in all respects, except they do not appear in uniform. Will I be permitted to strike these with the force I might assemble here? I pray your excellency to either put an end to this state of affairs or permit me to strike here one blow.

"With every respect for the authority of the United States Government, may I not consider your silence or inaction the equivalent of consent for me to stop the further violation of the neutrality laws at this port, or to carry on war here for the burghers."

The governor specially invites your attention to the foregoing extracts, and he requests that you investigate the matter and report to him at your earliest convenience how far the actual situation in your parish agrees with the allegations made in these extracts.

Knowing your zeal in the performance of every duty incumbent upon you, the governor scarcely deems it necessary to ask you to take due precautions to prevent any possible breach of the public peace that might be contemplated in any quarter and for any purpose, as he has every confidence in your vigilance and resoluteness.

With assurances of the governor's high esteem and regard, I remain,

Very respectfully,

LEON JASTREMSKI, *Private Secretary.*

To the preceding, Sheriff Nunez replied as follows:

ST. BERNARD, LA., *February 28, 1902.*

To His Excellency, W. W. HEARD,

Governor of the State of Louisiana, Baton Rouge, La.

DEAR SIR: Your letter of the 21st received and contents noted.

I beg to state that the extract from the letter of Mr. Samuel Pearson, reproduced in your letter, does not contain a correct statement of the facts existing in the parish of St. Bernard, except as to the following points:

Mules and horses have been and are now being loaded at Port Chalmette, in the parish of St. Bernard, and, as I am informed, for the British Government, either directly or indirectly, but the loading of said animals, as well as the preparing of the ships for the reception of same, is done by local men, all of whom, I believe, are citizens of the United States. In fact, I have been informed that at present the loading of said animals is being done by the longshoremen of the city of New Orleans. The work, I understand, is supervised by Englishmen, who may or may not be officers of the British army. Certainly there is no one there in uniform.

There is no such thing as a British post with men and soldiers established at Port Chalmette. So far as the recruiting of men is concerned, I am sure and can certify that it is not being done in the parish of St. Bernard. As I understand, the only men taken on the ships are the muleteers, who are employed in the city of New Orleans. I understand they are employed by the contractors; they having an office for that purpose in said city, and said men never stop on St. Bernard soil, being taken aboard the steamships when in midstream by a tug which starts from the wharves of the city of New Orleans.

In so far as the danger of there being any trouble between the English officers and the Boer sympathizers at Chalmette, I do not believe that it will occur, but even if it does, I can vouch that it will soon be suppressed by the officials of the parish of St. Bernard.

I have always endeavored to enforce obedience to the laws of this State, as well as to the laws of the United States, and therefore should you inform me that said shipments are contrary to the law I will certainly prevent any further violations of the said law.

If there be any other information that you might desire and that I can furnish I would be more than pleased to furnish you with the same.

Your humble servant,

E. E. NUNEZ,

Sheriff of the Parish of St. Bernard.

Mr. (Gen.) Samuel Pearson called to see me the day after Sheriff Nunez's letter reached me. He made the same representations to me which are embodied in his letter to the President, which has been reproduced in the foregoing. He also reiterated the same demand therein contained to be permitted to offer forcible resistance to the shipments of mules and horses for the British army in South Africa as well as to the enlisting or employing of men as muleteers, who are later incorporated in the British army to fight the Boers. I informed him of my indisposition to take action in the matter until I was furnished with proofs of the accuracy of his averments. He has done so since, and the inclosures, which are briefed in Memorandum A, appear to confirm and substantiate facts which have become notorious from their wide publication in the newspapers and from general report. I might further add right here that I think that it is conceded by the British officers themselves that the shipments of these animals are for their army in South Africa.

The burghers of South Africa are making a fight for their homes and their liberties, which can not but appeal at least to the sense of fair play of the American people. As the executive of the Commonwealth of Louisiana, whose people have always been ardent lovers of these boons, I can not but feel that the establishment and maintenance of a base of war supplies for the British army upon her soil place

upon me a grave responsibility. These mules and horses shipped from Port Chalmette, it is claimed, are indispensable to the operations of the British army. Hence they must be considered as contraband of war, of greater value than arms or soldiers that England can so easily furnish from within her borders.

I have, therefore, deemed it my duty herein to set forth how these violations of neutrality have been brought officially to my notice. No less have I regarded it as my solemn duty to bring this information with the proofs thereto appertaining, officially, as well, to your own notice, in order that the Government of the United States may be placed in proper position to act in the matter in conformity with international usage.

The letter of Sheriff Nunez gives me ample assurance that he is prepared to deal with any ordinary breach of the public peace. It is my opinion, however, that it is the function of the National Government and not that of the State to enforce obedience to the neutrality laws; yet, if such duty belongs to the State where the violations of such laws occur, I would not hesitate to act as the laws may warrant and in keeping with the dignity and responsibilities of statehood.

Meanwhile, I would be glad to have an expression of your views as to the powers and duties of the State governments in matters of this character, my desire being to be equal to any and all requirements within the scope of my powers and functions.

I am, sir, your obedient servant,

W. W. HEARD, *Governor.*

P. S.—Since the foregoing was written I have been reliably informed of the arrival in New Orleans of Gen. Sir Richard Campbell Stewart and aides, of the British army. These officers are reported to be on a tour of inspection of the transport and mule shipment service at Southport and Chalmette, in the vicinity of New Orleans. For your fuller information I herewith attach a clipping from the New Orleans Picayune referring to the movements of these officers.

GENERAL STEWART'S INSPECTION.

General Sir Richard Campbell Stewart, K. C. B., K. C. M. G.; Miss Stewart, and Colonel Holland, the general's aid-de-camp, accompanied by Colonel De Bergh, in command of the remount service, continued their inspection of the transport service and mule shipments yesterday, visiting Southport.

The General inspected the station at Chalmette Thursday, and yesterday he was taken to the other end of the city to see the place from which the shipments were made formerly. All the shipments are now made at Chalmette, but up to a few months ago they were made from Southport. Colonel De Bergh, though, desired that the General should see everything and took him up to the old station yesterday for that purpose. They have not mapped out any regular programme, but everything pertaining to the mule shipments will be thoroughly inspected. So far the General has been pleased with what he has seen and expressed his satisfaction at the way the service is managed.

Colonel De Bergh said yesterday that he had not received any orders from the British war office to discontinue shipments, and until he does receive such orders they will continue "unless," the Colonel added, with a smile, "General Pearson and the Boer army drive our 'garrison' away."

MEMORANDUM OF DOCUMENTS, LETTERS, AND OTHER PAPERS IN THE MATTER OF THE ALLEGED SHIPMENT OF HORSES AND MULES FROM PORT CHALMETTE, ST. BERNARD PARISH, STATE OF LOUISIANA, TO SOUTH AFRICA FOR THE USE OF THE BRITISH ARMY.

1. Petition, citation, and judgment in suit No. 62770, civil court, parish of Orleans, division E, in which it is shown that Major H. J. Scobell, the representative of the British Government, entered into a contract with William B. Leonard, of the city of New Orleans, La., for the purchase of mules to be shipped to South Africa for military purposes, etc.

2. Statement of P. B. Lynch, employed in the British remount service bureau, at the St. Charles Hotel in the city of New Orleans, from December, 1899, to September, 1901, as clerk and bookkeeper, explaining in general the operations and business methods of the remount service, the connection of British officers therewith, and the manner of the purchase and shipment of mules to South Africa, etc.

3. Copy of a letter from Reginald H. Marsham, captain Seventh Hussars, to Messrs. Sparks Bros. & McGee, concerning the feeding of the mules for his (Marsham's) Government to be shipped to South Africa.

4. Defendant's answer in suit No. 62770, civil district court, parish of Orleans, division E, William B. Leonard *v.* Sparks Bros. & McGee. (See Document No. 1.)

5. Copy of letter from Wiek De Burgh, colonel, commanding British remount commission, to Messrs. Farrar, Jonas & Kruttschnitt, New Orleans, dated Kansas City, Mo., January 1, 1902, concerning the deposition of Major Scobell in the suit of W. B. Leonard *v.* Sparks Bros. & McGee.

6. Copy of letter from Captain Marsham to Sparks Bros. & McGee, concerning the purchase of halters and shipment of mules from Kansas City, St. Louis, and Fort Worth, etc.

7. Return of Capt. Reginald Hastings Marsham to writ of subpoena duces tecum, in suit No. 62770, civil district court, parish of Orleans, Division E, in which it is shown that Marsham is a captain in the British army; that the papers, checks, or accounts of Maj. H. J. Scobel (his predecessor in charge of the remount service) were either sent by Major Scobel to the British Government or carried with him to South Africa; that Marsham transmitted to the British Government in England all the checks and accounts pertaining to transactions between himself and Parks Bros. & McGee during the months of October, November, and December, 1899, and January, February, and March, 1900; that Marsham is an officer in the military service of the British Government, and all checks and papers handled by him are the property of the British Government, which it is the duty of Marsham not to exhibit or disclose to any person without the authority or permission of the said Government, and he denies the authority or jurisdiction of the court.

8. Letter from Hon. John Clegg, attorney, to Governor Heard, relative to a conversation respecting the presence and conduct of British army officers here (in New Orleans) and at Chalmette, and submitting the proposition: "If the troops or soldiers of a State of the Union require permission of the Executive in order to move in organized bodies on Louisiana soil, how can an organized corps, though small, of British army officers conduct warlike operations and enlist men on the same soil?"

9. Petition (blank) to the President "to stop the use of United States ports and waters for the augmentation of British military supplies."

10. Newspaper clipping from *The Public*, of Chicago, commenting on a certain letter from General Pearson to the President, concerning military operations of the British Government at Port Chalmette, etc.

11. Brief of Clifford Stevens Walton, special counsel for the United States in the case of the South American Steamship Company *v.* The United States, marked in pencil at pages 11, 12, and 23, in which is quoted the principle enunciated by Justice McLain, of the United States Supreme Court, in respect to the Canadian insurrection in 1838, that "Every citizen is, therefore, bound by the regard he has for his country, by his reverence for its laws, and by the calamitous consequences of war, to exert his influence in suppressing the unlawful enterprises of our citizens against any foreign and friendly power."

12. Letter from E. E. Nunez, sheriff of the parish of St. Bernard, to Governor Heard, concerning the shipment of mules from Chalmette.

13. Letter from C. H. LaVillebeuvre, private secretary of the mayor of the city of New Orleans, to Governor Heard, stating that the acts complained of by General Pearson are committed in the parish of St. Bernard, consequently out of the jurisdiction of the authorities of the city of New Orleans, and referring the entire matter to Governor Heard for whatever action he deems advisable in the premises.

14. Copy of letter of Hon. John Hay to the mayor of New Orleans (referred to

above in No. 13) concerning the threat of Samuel Pearson to commit a breach of the peace in New Orleans.

15. Copy of letter from Samuel Pearson, burgher, South African Republic, to the President (referred to in No. 13), being an appeal on behalf of the South African Republic respecting what is permitted at the port of New Orleans, and affirming that New Orleans is being made the basis of military operations for the renewal and augmentation of military supplies for the British army for use in South Africa and against the burghers; that a British post has been established at Port Chalmette, and men and soldiers are there assembled and daily engaged in warlike operations and for the recruitment of men, etc., and requesting permission to strike or oppose these operations with force.

16. Memorandum of list of British officers in New Orleans and Kansas City, signed by Samuel Pearson, New Orleans, March 24, 1902.

17. Letter from Pearson, burgher South African Republic, to Governor Heard, dated Baton Rouge, La., March 25, 1902, submitting affidavits and other documentary proofs as to the military operations in that State and requesting the governor to take steps to stop the shipment of mules and enlistment of men, etc.

18. Letter from Hon. John Clegg (attorney for General Pearson) to Governor Heard, dated New Orleans, March 23, 1902, referring to affidavits of Raoul John Tourres and Charles J. Cole, and extracts from the records of proceedings in suits Nos. 13628 and 13629 of the United States district court for the eastern district of Louisiana. Mr. Clegg expresses the opinion that a British post is established in New Orleans as a basis of military operations, and this port is made the basis for renewal and augmentation of military supplies and the recruitment of men, and thinks that it is within the power of the governor to prevent it, etc.

19. Testimony of Charles J. Cole before the United States circuit court, eastern district of Louisiana, in the case of Samuel Pearson et al. v. J. Parson et al., stating his connection with various vessels engaged in the transport of mules from the city of New Orleans to different ports in South Africa for use in the British army. As foreman he had charge of seventy or more men whose duty it was to take care of mules or horses on shipboard. There were British officers on board who had charge of everything and from whom he received instructions. He knows that many of the men under his charge were solicited and urged by officers to join the British army, and some were unable to get their pay unless they joined the army.

20. Certificate of Thomas G. Rapier, manager of the Picayune, a newspaper published in the city of New Orleans, concerning the publication in said newspaper of an advertisement reading as follows: "Wanted—Male help; 100 muleteers, white or colored, to attend to horses and mules on trip to South Africa; \$15 for the run, and 75 cents a day coming back. Charles Hagen, Julia and Front streets."

21. Affidavit of Raoul John Tourres, setting forth his engagement for service on board the S. S. *Milwaukee* by Dave Warren; ship's articles were signed by him before the vice-consul for the British Government; was referred finally to Lieutenant Thompson, of the yeomanry of the British army, for duty, and acted under his orders during the voyage from New Orleans to Cape Town; vessel was not allowed to discharge at Cape Town on account of plague; finally discharged at Durban and delivered horses to British officers in uniform; was not allowed to go ashore unless we would agree to sign with the recruiting officer and join the British army; during voyage Lieutenant Thompson was in the uniform of a British officer; among the men the *Milwaukee* was known as a transport ship under command and control of army officers, etc.

22. Extracts from testimony of various persons before Hon. Frank H. Mortimer, United States commissioner, eastern district of Louisiana.

23. Extracts from answer of Elder, Dempster Shipping Company, Limited, in suit No. 13628, United States district court, eastern district of Louisiana, showing that the S. S. *Montcalm* was not a passenger ship, but a transport under the control of the naval forces of Great Britain.

24. Clipping from the Daily States, a newspaper published in New Orleans, of an article headed "Appeals to governor," etc.

25. Clipping from the Daily States, a newspaper published in New Orleans, of an article headed "Muleteer Cole has made five trips to South Africa."

26. Letter from R. G. Wimberly to General Pearson, dated March 26, 1902, containing a list of British transports sailing from New Orleans during the current month (March).

27. Three photographs of the S. S. *Milwaukee* indorsed on back as follows: "The steamship shown is the S. S. *Milwaukee*, lying in the port of New Orleans; the gentleman marked No. 1 is, to the best of my belief, Captain Fenner; this picture was taken by me, Grantland Lee Tebault, March 17, 1902."

To the honorable the Civil District Court for the parish of Orleans, State of Louisiana:

The petition of William B. Leonard, a resident of our said parish and State, respectfully shows that Sparks Bros. & McGee, a commercial partnership, domiciled and doing a commercial business in the city of New Orleans, and composed of John T. Sparks, William C. Sparks, and Charles M. Sparks, residents of Kansas City, in the State of Missouri, and Homer H. McGee, a resident of the city of New Orleans, is justly and legally indebted unto your petitioner in the sum of \$25,000, with legal interest thereon from judicial demand, for this, to wit:

That on or about October 5, 1899, your petitioner entered into a contract with one Maj. H. J. Scobel, then temporarily residing in the city of New Orleans, by the terms of which the said Maj. H. J. Scobel, who was at the time the representative of the British Government for the purchase in the United States of a large number of mules to be shipped to South Africa for military purposes, agreed to deliver to your petitioner all mules which should be so purchased for shipment, on their arrival in this city, to be fed and cared for by petitioner until transportation could be obtained for them, or so long as said mules should be detained in this city, and to pay for such feeding and detention the sum of 35 cents per diem for each mule so fed and cared for.

That upon entering upon said contract with the said Maj. H. J. Scobel, your petitioner formed a special partnership with the aforesaid commercial partnership of Sparks Bros. & McGee, by the terms of which the said Sparks Bros. & McGee were to participate equally with your petitioner in the execution of the said contract, and were to receive one-half of the profits thereof.

That Homer H. McGee, the active representative and managing partner of the said firm of Sparks Bros. & McGee in the city of New Orleans, was to, and did, assume the active management of the affairs of the special partnership composed, as aforesaid, of your petitioner and the said Sparks Bros. & McGee, and all the accounts thereof were kept by the bookkeeper of said Sparks Bros. & McGee, under their supervision and direction, your petitioner being charged with one-half of the salary of the said bookkeeper for so doing; that the said McGee managed the affairs of the said partnership aforesaid, made all settlements with the representatives of the British Government, and received payment of the amounts due for feeding and caring for mules, as aforesaid.

That, under and pursuant to the said agreement, the said Maj. H. J. Scobel and the succeeding representatives of the British Government delivered to the said Sparks Bros. & McGee and to your petitioner during the months of October, November, and December, 1899, and January, February, March, and April, 1900, large numbers of mules collected by said agents at the port of New Orleans for shipment to South Africa, as aforesaid, and said mules were fed and cared for by your petitioner and the defendants aforesaid, at the price aforesaid, during their detention awaiting shipment; settlements for said feeding and care were made with the said Sparks Bros. & McGee by the agents of the British Government.

That said Sparks Bros. & McGee have rendered petitioner a statement of the expenses incurred and amounts received from said business up to the 22d of November, 1899, and have paid your petitioner the sum of \$3,279.41, the amount alleged by them to be petitioner's share of the profits of said business up to that time.

But your petitioner avers that the account rendered by them is grossly inaccurate and incorrect in failing to charge themselves with sundry items of debit, which will be more specifically shown on the trial of this cause, and failing to include the profits of the business aforesaid earned from and after the 22d day of November, 1899, to and inclusive of the 30th of April, 1900, to one-half of which petitioner is justly and legally entitled.

He further shows that the total profits of the said business amounted, according to the best information he can get, to as much as \$50,000; that the defendants are in possession of all the books and accounts in which the expenses and receipts of said business are recorded and that they are legally bound to render to your petitioner a full and complete account of said business; that said petitioner is entitled to a liquidation and settlement of the said partnership by law to recover from the said Sparks Bros. & McGee the amount shown to be due him by said settlement.

That so far as petitioner is aware or advised, the business of the partnership terminated and the objects thereof were fully accomplished on the 30th of April, 1900.

Wherefore, the premises considered, he prays that the aforesaid Sparks Bros. & McGee may be cited to answer this suit; that they be ordered to render a full, complete, and correct account of all the transactions had, disbursements made, and payments received under the contract hereinbefore set forth and fully described, from the commencement thereof, on or about the 1st of October, 1899, up to and inclusive of the 30th of April, 1900, and that your petitioner have judgment decreeing and effecting a liquidation and settlement of said partnership and against the said Sparks

Bros. & McGee and the individual members thereof, in solido, for the amount due him, as shown by said settlement; that in the default of the rendition of said account by the said Sparks Bros. & McGee, and of the production of the books and vouchers belonging to the said special partnership, your petitioner have judgment against the said firm, and the individual members thereof, in solido, for the sum of \$25,000, less a credit of \$3,279.41, paid June 4, 1900, with legal interest from judicial demand.

He prays for costs and for all proper proceedings and general relief.

BOATNER, DODDS & BOATNER,
Attorneys for Petitioner.

[Wm. B. Leonard v. Sparks Bros. & McGee. State of Louisiana. Civil district court for the parish of Orleans. In the city of New Orleans. No. 62770.]

MESSRS. SPARKS BROS. & MCGEE,
New Orleans, La.:

You are hereby summoned to comply with the demand contained in the petition of which copy accompanies this citation, or deliver your answer to the same, in the office of the clerk of the civil district court for the parish of Orleans, within ten days after the service thereof.

Witness the honorables N. H. Rightor, T. C. W. Ellis, Fred. D. King, Geo. H. Theard, John St. Paul, judges of the said court, this 23d day of July, in the year of our Lord, 1900.

Court-house, opposite Jackson Square.

JAS. D. RANKIN, *Deputy Clerk.*

JUDGMENT.

[William B. Leonard v. Sparks Bros. & McGee. No. 62770.]

For the reasons this day orally assigned by the court, the law and the evidence being in favor of plaintiff to the extent hereinafter set forth:

It is ordered, adjudged, and decreed that there be judgment in favor of plaintiff, William B. Leonard, and against defendants, Homer H. McGee, John T. Sparks, William C. Sparks, and Charles M. Sparks, in solido, for the sum of \$164.18, with legal interest from judicial demand and all costs of suit, in full settlement and liquidation of the partnership heretofore existing between the said William B. Leonard and Sparks Bros. & McGee, with leave to said plaintiff to apply to the payment of the judgment pro tanto the amount of \$164.18 deposited by defendants in the registry of the court.

Judgment read and rendered in open court February 18, 1902.

Judgment signed in open court February 24, 1902.

GEORGE H. THEARD, *Judge.*

Mr. P. B. Lynch, of the city of New Orleans, states:

"I was employed as clerk and bookkeeper in the offices of the officers of the British Remount Service Bureau, in the St. Charles Hotel, from the 5th of December, 1899, to the 15th day of September, 1901. Major Scobel was an officer in the Scotch Greys, British army, and was in charge shortly before I went in there. The officers in charge while I was there were Capt. R. H. Marsham, of the Seventh Hussars, and Captain Fenner. For a time the purchase of mules and other contracts were made here in New Orleans. About December, 1900, Col. De Burgh took entire charge, with headquarters at Kansas City, and directed from that point the movements of these British army officers. About February, 1900, Colonel Skinner took charge of the finances. Business was conducted as before, except that the cables from the war-office at London would not be directed to this office, as had been the case before, and about July or August, 1901, this force was greatly increased by the coming of Lieutenants Dennis, Cotton, and Captain Eden, and Mr. Glassecock and Carmody; the last two named had been soldiers in the British army in South Africa. Carmody was a Virginian, and had been wounded and sent here to recruit his health; Captain Marsham and the other officers attended to the shipping and making of contracts, contracts were made in behalf of the British Government and were usually signed 'R. H. Marsham, Captain Seventh Hussars.'

"The purchases of mules and horses would be made at different parts of the United States. The place would be indicated by one of these named officers for the assembling of the mules, and Captain Smith, or some veterinary surgeon, would go to the

place where the mules were ordered to be assembled and inspect them and brand them on the foot with the number of animal, and with a broad arrow, the British army brand. Then these mules were put on cars and consigned to Captain Marsham, British army (not always written). Bills would be made out against the British Government and paid by checks of Capt. R. H. Marsham, of the Seventh Hussars, on the Louisiana National Bank, or later on the bill would be sent here for approval and would be approved by Captain Fenner, or the officer in charge of the bureau here, and be sent to Kansas City and be paid by check of Colonel Skinner. Later on bills were paid by Colonel Skinner direct, only local bills being paid here. The mules and stock, when arriving at New Orleans, would be under order and control of Captain Marsham, or the officer in charge of the post here. Captain Marsham had regularly employed here some ten or fifteen men, and when ship was ready the mules would be ordered to the river front where the ship was, and some military officers with a veterinarian would send them aboard and take charge. As a rule the ship agents employed muleteers. The ship's contract, or charter party, was with the remount service of the war office of the British Government. From time to time officers of the British army would come here from London, or abroad, some from South Africa, and would be detailed by Captain Marsham or Captain Fenner to take charge of the shipment, and would go on board ship and take mules to South Africa. These officers would report here to Captain Marsham or the officer in charge, and would register at the office of Captain Marsham, and would be detailed and sent out in turn. I think fifty or more returned here and were sent out during the time that I was in the office.

"P. B. LYNCH."

NEW ORLEANS, LA., *December 30, 1899.*

MESSRS. SPARKS BROS. & MCGEE,
New Orleans, La.

DEAR SIR: Please understand distinctly that any feeding done for my Government of mules to be shipped from here to South Africa is to be done by your firm, and that Mr. W. B. Leonard is not to be interested in the matter at all. As stated to you in my letter of November 25 from St. Louis, he shall not be permitted to have any contract with or interest in the transaction. You can not get the business on any other condition.

Yours, very truly,

REGINALD H. MARSHAM,
Captain, Seventh Hussars.

[William B. Leonard v. Sparks Bros. & McGee. No. 62770, civil district court, parish of Orleans.]

Now come the defendants, Sparks Bros. & McGee, and the individual members of said firm, and for answer to the petition of W. B. Leonard deny all and singular the allegations therein contained.

They specially deny the alleged contract said to have been made about October 1, 1899, between William B. Leonard and Maj. H. J. Scobell.

They specially deny the formation of any special partnership, as averred in the petition, between William B. Leonard and the firm of Sparks Bros. & McGee. On the contrary, they aver that William B. Leonard and Sparks Bros. & McGee were employed jointly by Major Scobell to feed the mules belonging to the British Government at the port of New Orleans and that Major Scobell requested these defendants to divide the business with W. B. Leonard; that this employment was not made for any definite time or for any definite number of mules; that accordingly it was agreed between W. B. Leonard and Sparks Bros. & McGee, on the suggestion of Major Scobell, that W. B. Leonard should take charge of the mules at the Texas and Pacific depot and that Sparks Bros. & McGee should take charge of the feeding of the mules at other points in the city of New Orleans.

That this business was conducted satisfactorily to Major Scobell by both parties until about the 22d of November, 1899, when Major Scobell became dissatisfied with the manner in which W. B. Leonard was conducting his part of the business at the Texas and Pacific depot, and on his complaining thereof to the said Leonard, the said Leonard became extremely abusive and used vile and obscene language to Major Scobell, and also, on the same date and at the same time, to Major Scobell's successor, Captain Marsham; that thereupon the said Leonard was discharged by Major Scobell, and informed that he should have nothing further to do with the mules in Major Scobell's charge; that a day or two after this transaction Major Scobell left for South

Africa, and was succeeded at New Orleans by Capt. Reginald H. Marsham, who was advised by Major Scobell not to have anything more to do with Leonard in the matter of the mule feeding; that thereupon Captain Marsham contracted with Sparks Bros. & McGee for the feeding of the mules that the British Government might bring to the port of New Orleans, under the express condition that W. B. Leonard should have nothing to do with this feeding and should have no interest therein; that W. B. Leonard was informed of this fact, and expressed himself at that time as satisfied therewith, and as not desiring to have any contracts with these "accursed British officers;" and thereafter the said W. B. Leonard never at any time or under any circumstances took any part in the feeding of said mules or expended for such feeding a dollar of money or gave thereto any part or portion of his time and never but once, and then merely for the purpose of making a "play," made any offer or tender his services in connection with said mule feeding.

That on the 30th day of December, 1899, these defendants wrote to W. B. Leonard the following letter, to wit:

NEW ORLEANS, *December 30, 1899.*

W. B. LEONARD, Esq., *City.*

DEAR SIR: We consider that the arrangement made with us relative to the feeding of the mules of the British Government at this port was terminated by the conversation held between you and our Mr. McGee over the letter of Captain Marsham, dated St. Louis, November 25, 1899. From conversations had with you since that time we gather that you consider our arrangement still in force. The condition upon which we were permitted to go on with this business was that you should have no interest in it, and you were informed of that fact by Major Scobell, Captain Marsham, and our Mr. McGee. Since that time you have taken no part in the business or offered to take any part in it. You have put neither time, labor, nor money into the business, and we shall insist that our relations terminated from the date of the conversation aforesaid relative to the Marsham letter. We are perfectly willing to settle with you upon that basis, and on no other, and if you refuse to accept this proposition you must take the matter into the courts. In any event, you must definitely understand that we repudiate any and all connection with you of every kind, shape, and manner in connection with this business, and you are free to take such action in the matter with reference to the premises as you may be advised. The agreement aforesaid was made for no definite period and with reference to no definite number of mules or with reference to no definite shipment of mules, and we considered then, and we consider now, that we had the right to terminate the relationship on due notice to you. We are convinced that at that time you understood that the matter was settled, because when you were informed a few days later that we would settle with you as soon as our overdraft in the bank was made good, you acquiesced in the delay.

We write you thus in detail and thus plainly in order that you may understand exactly what the situation is.

Very truly, yours,

SPARKS BROS. & MCGEE.

That the reason of writing this letter was because the said Leonard had, upon several occasions, in an indirect way, suggested that he was still interested in the business, and because that on mentioning this fact to Capt. Reginald H. Marsham, he had upon the same day, to wit, the 30th of December, 1899, addressed these defendants the following letter, to wit:

NEW ORLEANS, *December 30, 1899.*

MESSRS. SPARKS BROS. & MCGEE,
New Orleans, La.

DEAR SIR: Please understand, distinctly, that any feeding done for my Government, of mules to be shipped from here to South Africa, is to be done by your firm, and that Mr. W. B. Leonard is not to be interested in the matter at all. As stated to you in my letter of the 25th November, from St. Louis, he shall not be permitted to have any connection with or interest in the transaction. You can not get the business on any other condition.

Yours, very truly,

REGINALD H. MARSHAM,
Captain, Seventh Hussars.

That the said Leonard never made any answer to this communication.

That previous thereto, on or about the 22d of December, these defendants had furnished, at Leonard's request, a statement of the whole mule feeding in which he had any interest, a copy of said statement being annexed hereto marked "Exhibit

A," and informed Leonard that as soon as their bank account was made good they would settle with him upon that basis, in which statement he acquiesced. That these defendants heard nothing more from Leonard, except on one occasion in the month of January, 1900, when he made a sham tender of his services to assist in looking after the mule feeding until May 31, 1900, when they received from him a request to send him a statement of mule feeding from the beginning to May 31, 1900, and to which request these defendants responded as per letter and statement dated June 4, 1900, hereto annexed and made part of this answer, marked "Exhibit B." To this letter they received a response from Messrs. Denegre, Blair & Denegre, dated June 5, 1900, which is hereto annexed, marked "Exhibit C," and to this letter of Denegre, Blair & Denegre these defendants made response on June 7, 1900, as per letter hereto annexed, marked "Exhibit D." That on July 17, they received the annexed unsigned letter written upon one of W. B. Leonard's headings, which is hereto annexed, marked "Exhibit E," and immediately thereafter the plaintiff brought this suit.

And thereupon these defendants plead and say that they have made a full and complete settlement with the said W. B. Leonard of all the matters and things connected with the mule-feeding business, in which the said Leonard had any interest; and that the said Leonard has accepted the check which these defendants gave him, and can not now be heard in any manner to question the account in settlement of which the said check was given. That the said Leonard did not at any time or under any circumstances make any objection to any of the items of the said account, or point out to these defendants any errors, omissions, or mistakes therein, or make any amicable demand upon these defendants to correct any errors, omissions, or mistakes in the said account, if any exist; and further answering, these defendants say that they never could get from the said Leonard any statement as to whether there were any items of expenditure or otherwise made by him on account of said business, of which items these defendants would owe one-half, and if there are any such items for which these defendants are indebted they are now and always have been perfectly willing to pay the same, and can not be mulcted by the costs of this suit by the said Leonard now coming forward and exhibiting such items.

Further answering, these defendants say that, in accordance with the demands of the plaintiff, but without any admission whatsoever of his right to have the same, these defendants hereto annex and make part of this answer a detailed statement of all the mules fed by them since the 21st day of November, 1899, down to and inclusive of April 30, 1900, under their contracts with Capt. Reginald H. Marsham, showing the amount received from him for such services to be the sum of \$48,888.35, and showing the estimated cost of such feeding to be the sum of \$22,460.70, and the profit on such feeding the sum of \$26,427.65. That these defendants have been compelled to estimate the cost of feeding said mules during time aforesaid for the reason that after the discharge of the said Leonard aforesaid from this business by Major Scobell and Captain Marsham they kept no separate accounts for the cost of feeding mules for the British Government apart from their own stock and mules in their ordinary business.

Wherefore defendants pray that the plaintiff's demand may be rejected with costs.

FARRAR, JONAS & KRUTTSCHNITT,

Attorneys.

KANSAS CITY, Mo., *January 1, 1902.*

MESSRS. FARRAR, JONAS & KRUTTSCHNITT,

Law Offices, New Orleans.

(Through commandant at New Orleans.)

GENTLEMEN: I beg to acknowledge a letter addressed to Captain Fenner, also a copy of testimony and notes of evidence taken in open court before the Hon. George H. Theard, judge presiding, on December 5, 1901, W. B. Leonard *v.* Sparks Bros. & McGee, in which evidence the names of certain officers formerly attached to the British remount commission appear—

And to inform you that, without prejudice to any action which may hereafter be taken, I have forwarded the same to the secretary of state for war, London, with a request that Major (now Colonel) Scobell may be communicated with, as soon as you transmit deposition you may issue, to take this officer's evidence.

I am, gentlemen, your faithful servant,

WIEK DE BURGH,

Colonel, Commanding British Remount Commission.

MESSRS. SPARKS & MCGEE,
Mule Dealers, New Orleans, La.

DEAR SIR: Please order halters same as before for both ships, 900 head each. Kansas City mules, 250 head, leave early Monday; St. Louis mules, 250 head, leave early Tuesday; Fort Worth mules, 400 head, leave early Tuesday.

Arrange, please, Leonard not in the feeding. My address, Worth Hotel, Fort Worth, till Tuesday,

Yours, truly,

CAPTAIN MARSHAM.

[William B. Leonard v. Sparks Bros. & McGee. No. 62770. Civil district court, parish of Orleans, Division E.]

Now comes Reginald Hastings Marsham, captain in the British army, and for return to the writ of subpoena duces tecum taken upon him by William B. Leonard in the above entitled and numbered case, answers and says:

That he has not now and never did have possession of any of the papers, checks, or accounts of Maj. H. J. Scobell, but that all of such papers, checks, and accounts were either sent by Major Scobell to the British Government before his departure for South Africa, or carried with him to South Africa.

That appearer has not in his possession, or under his control, any of the checks or accounts pertaining to transactions between him and Sparks Bros. & McGee during the months of October, November, and December, 1899, and January, February, and March, 1900, for the reason that he did on or about January 1, 1901, transmit all such accounts and paid checks to the accounting officers of the British Government in England.

And further answering, appearer says that in appearing to answer this subpoena he does not in any manner desire to be understood as submitting himself to the jurisdiction of this honorable court, and he respectfully suggests to this honorable court that appearer is an officer in the military service of the British Government, and that all papers and checks handled by him are the property of the British Government, which it is the duty of affiant not to exhibit or disclose to any person without the authority or permission of the British Government, and that under the circumstances this honorable court will not exercise any power or right over this affiant.

Wherefore affiant prays that this return be accepted and the writ of subpoena duces tecum taken against affiant may be discharged.

REGINALD H. MARSHAM,
Captain, Seventh Hussars.

STATE OF LOUISIANA, Parish of Orleans:

Personally came and appeared before me, the undersigned authority, Reginald Hastings Marsham, who, being duly sworn, deposes and says that the foregoing answer and return are true.

Sworn to and subscribed before me this 15th day of January, 1901.

REGINALD H. MARSHAM.
WM. A. BELL, Notary Public.

NEW ORLEANS, March 8, 1902.

HON W. W. HEARD, Baton Rouge, La.

DEAR GOVERNOR: Since the conversation with you early in the week respecting the presence and conduct of British army officers here and at Chalmette, I have been so greatly pressed by duties otherwise that I have not been able to consult with friends here or look after the gathering of the data that ought to be laid before you. So I beg you to wait a little longer, keeping your mind and purpose open and free as when you so kindly talked with us.

I am quite ready to admit that I am so biased and such a partisan in the matter we discussed that I would not presume to advise you or to urge you to do anything in the matter, for I am sure that my advice and my prayer would only be expressive of the strongest sentiment that I have ever entertained, namely, the most intense desire to do something in aid of the struggling Burghers in South Africa. So I might find in the conduct of these British officers the greatest violations of our rights when there might be nothing but a "commercial transaction" in progress.

On the other hand, if the facts be shown as I really think they exist, surely the most splendid opportunity is presented to you.

Permit me to say that when it was learned that you were looking into this matter a surprising interest is shown in many quarters and a new hope arises in many hearts.

We hope in a few days to present you with affidavits and with copies of court records which will certainly merit your serious consideration, and this question will be propounded: "If the troops or soldiers of a State of the Union require permission of the Executive in order to move in organized bodies on Louisiana soil, how can an organized corps, though small, of British army officers conduct war-like operations and enlist men on the same soil?"

With kindest regards, believe me, sincerely, yours,

JOHN CLEGG.

IS OUR GOVERNMENT VIOLATING THE TREATY OF WASHINGTON AND THUS GIVING UNCALLED FOR AID TO GREAT BRITAIN IN ITS UNRIGHTEOUS WAR AGAINST THE BOERS?

The treaty of Washington, concluded between Great Britain and the United States May 8, 1871, remains in full force. (U. S. Statutes at Large, vol. 17. p. 865.) On April 26, 1898, the day after war was declared between the United States and Spain, Queen Victoria issued a proclamation of neutrality, insisting in the following language upon the observance of the treaty:

"Whereas we are resolved to insure by every lawful means in our power the due observance by our subjects toward both of the aforesaid powers of the rules embodied in Article VI of the treaty of May 8, 1871, between us and the United States of America, which said rules are as follows:

"A neutral government is bound, * * * secondly, not to permit or suffer either belligerent to make use of its ports or waters as the base of naval operations against the other, or for the purpose of the renewal or augmentation of military supplies or arms, or the recruitment of men.

"Thirdly, to exercise due diligence in its own ports and waters, and as to all persons within its jurisdiction, to prevent any violation of the foregoing obligations and duties." (London Gazette Extraordinary, April 26, 1898. London Times, April 27, 1898.)

The principles of neutrality recognized and embodied in this treaty were enforced against the United States by various other countries. The Brazilian Government, by its proclamation of May 5, 1898, declared:

"The exportation of material of war from the ports of Brazil to those of either of the belligerent powers under the Brazilian flag or that of any other nation is absolutely prohibited."

His Majesty the King of Denmark, by proclamation dated April 29, 1898, forbade Danish subjects, under penalty of punishment, to commit certain enumerated offenses against the laws of neutrality, among others section 3:

"On or from Danish territory, to assist any of the belligerent powers in the enterprises of war, such as supplying their ships with articles that must be considered as contraband of war."

Her Majesty the Queen Regent of the Netherlands issued a similar proclamation April 26, 1898, warning Dutch subjects, under penalty, not—

"To export arms, ammunition, or other war materials to the parties at war. Herein is to include the exportation of everything that is adaptable for immediate use in war." (Paragraph B, article 2.)

The United States is conceded to be a neutral nation in the war between Great Britain and the South African Republics. Article VI of the treaty of Washington therefore, as applied to the present case, would read as follows:

"The United States is bound not to permit or suffer Great Britain to make use of its ports or waters as the base of naval operations against the South African Republics, or for the purpose of the renewal or augmentation of military supplies or arms."

Over 150,000 horses and mules have been bought at New Orleans and shipped to Cape Colony to be used by Great Britain in her military operations in South Africa. If the augmentation of her military supplies from that port were stopped, the South African war would come to a speedy end. Few persons will venture to deny that horses and mules designed for use in military operations are within the meaning of the term "military supplies" as used in the treaty of Washington. It is laid down by all writers on international law that they are contraband of war and liable to confiscation as such. If they are contraband, it can only be because they are military supplies.

In Article XXIV of the treaty of 1778 between the United States and France it is

stated that "Horses with their furniture are contraband of war." (Wharton's International Law Digest, vol. 2, sec. 372.)

Also in the treaty of December 1, 1774, between Holland and Great Britain it is declared that "Horses and other warlike instruments are contraband of war."

Horses are generally considered as contraband of war and are so mentioned in many treaties between different States. (See Hill's International Law, p. 661 et seq.)

THE NEW ORLEANS SUIT.

That the neutrality laws are being constantly violated by the United States in permitting horses and mules to be shipped from its ports is so clear as to be recognized by everyone, except for a misconception which prevails about the result of a proceeding in equity which was instituted early in 1901 in the Federal court at New Orleans for the purpose of enjoining the shipment of horses and mules from that port to Cape Colony. It is a well-recognized principle of equity jurisprudence that an injunction will be granted only to protect property rights. The bill was accordingly filed by private individuals, who alleged that they had property in the Transvaal and Orange Free State which was being destroyed by the armies of Great Britain, and that these armies were enabled to continue their work of destruction only by the supplies of horses and mules shipped from the port at New Orleans. The application for an injunction was denied on the ground that the enforcement of treaty obligations is a function of the executive branch of the Government with which courts of equity have nothing to do. The district judge, in delivering his decision, expressed his opinion that there was nothing in the principles of international law or in the terms of the Treaty of Washington to prevent citizens of neutral nations from selling supplies of war to a belligerent. The court discussed the right of private citizens to sell supplies to foreign nations even in time of war, but did not enter upon the question whether the United States was not permitting Great Britain to make use of its ports or waters for the purpose of augmentation of military supplies. The entire discussion of questions of international law was beside the point, as the court does not assume to decide the case on any such grounds. On the contrary, the court says:

"If the complainants could be heard to assert here rights personal to themselves in the treaty just mentioned, and if the mules and horses involved in this case are munitions of war, all of which is disputed by the defendants, it would become necessary to determine" whether the treaty is meant to prevent private citizens from selling supplies to belligerents. The court then discusses that question and proceeds: "But the nature of this cause is such that none of the considerations hereinbefore set out need be decided," because "the case is a political one of which a court of equity can take no cognizance, and which in the very nature of governmental things must belong to the Executive branch of the Government." (Pearson v. Parson, 108 Federal Reporter, 461.)

It will thus be seen that the question whether an unlawful use is being made of the ports and waters of the United States was not passed upon by the court, but the whole matter of the enforcement of the treaty was relegated to the Executive branch of the Government.

Courts do not and can not enforce political obligations, and it devolves upon the President to enforce the treaty of 1871, and close the ports of the United States against any use thereof by a belligerent power to augment its military supplies. Treaties, according to the Constitution, are the supreme law of the land. That supreme law commands the Executive to prohibit the augmenting of British military supplies from our ports. Precedents justify him; and the cries of 100,000 women and children, imprisoned in the deadly camps of South Africa, as well as the voice of justice and humanity the world over, implore him to do his duty.

Is our Government observing the duty of neutrality imposed by the treaty of Washington when it permits the port of New Orleans to be used for the purpose of "augmenting" these supplies?

Is a treaty which imposes upon Great Britain the duty to remain neutral when the United States is at war not equally binding upon the United States when Great Britain is at war?

Is there any good reason why the Government of the United States should not enforce the treaty of Washington against Great Britain as Great Britain enforced it against the United States?

Is the fact that stock raisers make money out of this business to be accepted as an adequate excuse for the continuance of this traffic?

Shall the United States stand on record much longer as the friend and ally of Great Britain in its war against the South African Republics?

Shall the wishes of the people of the United States, who stand for fair play, be ignored any longer?

If every man and woman in the United States who favors the suppression of this unlawful traffic and agrees with the conclusions reached by us will sign the attached petition, have their friends do likewise, and return to us, we shall forward the signed petition to the President, who will then know the sentiment of the people, and we hope great good will result.

[Chicago branch of the American Transvaal League, by John C. Williams, acting secretary.]

PETITION.

To His Excellency THEODORE ROOSEVELT,
President of the United States:

We, the undersigned citizens of the United States, have read the foregoing argument and agree with the conclusions reached therein, and therefore respectfully petition your excellency to at once insist upon a strict enforcement of Article VI of the treaty of May 8, 1871, between the United States and Great Britain, and prohibit the further exportation of horses and mules from the harbors of the United States for use against the Boers of South Africa.

(Signed.)

Murray F. Tuley,
T. A. Moran,
William Prentiss,
F. J. Loesch,
Theodore B. Thiele,
Thomas H. Cannon,
William H. Barnum,
Philip Henrici,
Charles R. E. Koch,

Thomas G. Windes,
Arnold Heap,
Charles M. Sturges,
Henry A. Todd,
John Sexton,
Sidney Loeb,
C. A. Stone,
David Birkhoff,
Western Starr,

T. S. Dennison,
Russel M. Wing,
J. T. Connery,
Herman Van Der Ploeg,
John K. Prindiville,
Louis F. Post,
Clarence S. Darrow,
John C. Williams,
All of Chicago, Ill.

[The Republic, of Chicago, February 15, 1902.]

The attitude of the Administration with reference to the letter of General Pearson, if correctly reflected by the Administration press, is not of a kind to inspire confidence in its neutrality in the British-Boer war. General Pearson has written the President positively asserting that "the port of New Orleans is being made the basis of military operations and the port and waters used for the purpose of the renewal and augmentation of military supplies for the British army, for use in South Africa and against the Burghers in South Africa;" that "at the port of Chalmette, a few miles below the city of New Orleans, a British post has been established, and men and soldiers are there assembled, and are there daily engaged in warlike operations, and are there for the purpose of the renewal and augmentation of military supplies, and for the recruitment of men;" that "the attention of the courts has been called and an appeal made to them; and the United States circuit court for the eastern district of Louisiana, in the case of Pearson against Parson, 108 Federal Reporter, page 461, declared that this matter was not in the cognizance of the court, expressly declaring that the matter was one that 'can be dealt with only by the executive branch of the Government;'" and that no concealment has been made of these facts, the war being "carried on by officers in the army of Edward VII openly at Port Chalmette, in all respects, except they do not appear in uniform."

To ignore a statement so specific, of a breach of neutrality so flagrant, as it is reported from Washington that the President has done and intends to continue doing, constitutes a disregard of American ideals in the interest of British imperialism which can not be excused by jocular references to General Pearson's request to the President "to either put an end to this state of affairs or permit me to strike one blow."

The question raised by General Pearson is not one that may be laughed out of the White House. It is the serious one of whether the British army shall any longer be permitted to use an American city and port, in violation of American neutrality, as a base for warlike operations against a friendly people.

[Pages 11, 12, and 23.]

[The Constant Policy of the United States.]

Justice McLain, of the United States Supreme Court, in respect to the Canadian insurrection in 1838, stated:

"If there be any one line of policy in which all political parties agree, it is that we should keep aloof from the agitations of other governments. That we shall not intermingle our national concerns with theirs. And much more, that our citizens shall abstain from acts which lead the subjects of other governments to violence and bloodshed. * * *

"A government is justly held responsible for the acts of its citizens. And if this Government be unable or unwilling to restrain our citizens from acts of hostility against a friendly power, such power may hold this nation answerable and declare war against it. Every citizen is, therefore, bound by the regard he has for his country, by his reverence for its laws, and by the calamitous consequences of war, to exert his influence in suppressing the unlawful enterprises of our citizens against any foreign and friendly power. History affords no example of a nation or people that uniformly took part in the internal commotions of other governments which did not bring down ruin upon themselves. These pregnant examples should guard us against a similar policy, which must lead to a similar result. * * *

"But if we trample under our feet the laws of our country, if we disregard the faith of treaties, and our citizens engage without restraint in military enterprises against the peace of other governments, we shall be considered and treated—and justly, too—as a nation of pirates.

"War means and intends the destruction of life and property. Such destruction is lawful, if the war be lawful; if it is not lawful, the intent to despoil of life and property remains the same; but as the legal excuse for it fails, the intent then becomes in law felonious, and hence the act is punishable as criminal. See 10 Amer. Jur., 265-267. The law never admits the ultimate object or motive to be a justification, where the means are unlawful." (Per Cockburn, C. J., and Blackburn, J., in *Reg. v. Recorder of Wolverhampton*, 18 Law T., 395, 397, 398.)

ST. BERNARD, LA., *February 28, 1902.*

To His Excellency W. W. HEARD,

Governor of the State of Louisiana, Baton Rouge, La.

DEAR SIR: YOUR letter of the 21st received and contents noted.

I beg to state that the extract from the letter from Mr. Samuel Pearson reproduced in your letter does not contain a correct statement of the facts existing in the parish of St. Bernard, except as to the following points:

Mules and horses have been and are now being loaded at Port Chalmette, in the parish of St. Bernard, and, as I am informed, for the British Government, either directly or indirectly, but the loading of said animals, as well as the preparing of the ships for the reception of the same, is done by local men, all of whom, I believe, are citizens of the United States. In fact, I have been informed that at present the loading of said animals is being done by the longshoremen of the city of New Orleans. The work, I understand, is supervised by Englishmen, who may or may not be officers of the British army. Certainly there is no one there in uniform.

There is no such thing as a British post with men and soldiers established at Port Chalmette. And so far as the recruiting of men is concerned, I am sure and can certify that it is not being done in the parish of St. Bernard. As I understand, the only men taken on the ships are the muleteers, who are employed in the city of New Orleans. I understand they are employed by the contractors, they having an office for that purpose in said city, and said men never step on St. Bernard soil, being taken aboard the steamships when in midstream by a tug which starts from the wharves of the city of New Orleans.

In so far as the danger of there being any trouble between the English officers and the Boer sympathizers at Chalmette, I do not believe that it will occur, but if it does I can vouch that it will soon be suppressed by the officials of the parish of St. Bernard.

I have always endeavored to enforce obedience to the laws of this State as well as to the laws of the United States, and therefore should you inform me that said shipments are contrary to the law I will certainly prevent any further violation of said law.

If there be any other information that you might desire, and that I can furnish, I would be more than pleased to furnish you with same.

Your humble servant,

E. E. NUNEZ,
Sheriff of the Parish of St. Bernard.

STATE OF LOUISIANA,
MAYORALTY OF NEW ORLEANS,
City Hall, February 20, 1902.

His Excellency, W. W. HEARD,
Governor of Louisiana, Baton Rouge, La.

DEAR SIR: His honor, the mayor, is in receipt this morning of a letter from Secretary John Hay, with an inclosure, copies of which are here inclosed and explain themselves. As it appears from General Pearson's own letter, the acts complained of are committed in the parish of St. Bernard, consequently out of the jurisdiction of the city authorities.

His honor respectfully refers this matter to you for your consideration and whatever action you may deem advisable in the premises.

The mayor sends you renewed assurances of his esteem and regard, and I have the honor to be,

Very truly and sincerely, yours,

C. H. LAVILLEBEUVRE,
Private Secretary.

DEPARTMENT OF STATE,
Washington, February 18, 1902.

His honor the MAYOR OF NEW ORLEANS,
New Orleans, La.

SIR: The President has received a letter of which I inclose a copy. As the writer threatens to commit a breach of the peace in New Orleans, I beg to refer his letter to you for such consideration as you may think it merits.

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

JOHN HAY.

NEW ORLEANS, *February 1, 1902.*

DEAR SIR: I beg you to receive and consider this last solemn appeal in behalf of the burghers of the South African Republic respecting what is permitted at this port.

I affirm that the port of New Orleans is being made the basis of military operations, and the port and waters for the purpose of the renewal and augmentation of military supplies for the British army for use in South Africa and against the burghers in South Africa.

I affirm that at the port of Chalmette, a few miles below the city of New Orleans, a British post has been established, and men and soldiers are there assembled and are there daily engaged in war-like operations and are there for the purpose of the renewal and augmentation of military supplies and for the recruitment of men.

The attention of the courts has been called and an appeal made to them, and the United States circuit court for the eastern district of Louisiana in the case of *Pearson v. Parson* (108 Fed. Rep., p. 461), declared that this matter was not in the cognizance of the court, expressly declaring that the matter was one that "can be dealt with only by the executive branch of the Government."

No concealment has been made of the facts I have stated. The war is carried on by officers in the army of Edward VII openly at port Chalmette, in all respects, except they do not appear in uniform. Will I be permitted to strike these with the force I might assemble here? I pray your Excellency to either put an end to this state of affairs or permit me to strike here one blow.

With every respect for the authority of the United States Government, may I not consider your silence or inaction the equivalent of consent for me to stop the further violation of the neutrality laws at this port or to carry on war here for the burghers.

I have the honor to be, very respectfully,

SAML. PEARSON,
Burgher, South African Republic.

To the PRESIDENT,
Washington, D. C.

LIST OF BRITISH OFFICERS AT PRESENT IN NEW ORLEANS, AS FAR AS KNOWN TO ME.

Captain Fenner, in charge; Captains Rye, Aspinhold, Eden, Jones, Ward, Racke, and Cotton.

Kansas City.—Colonel De Burgh and Colonel Skinner.

SAML. PEARSON.

NEW ORLEANS, *March 24, 1902.*

BATON ROUGE, LA., *March 25, 1902.*

Governor W. W. HEARD,
Governor of Louisiana.

YOUR EXCELLENCY: I have the honor to hand you affidavits and other documentary proofs of my allegations made in my letter to his honor, the State president. I trust that you will find these papers all the proof necessary to enable your excellency to take, or cause to be taken, immediate steps to stop these warlike operations from being conducted and carried on in the State of Louisiana. It is not necessary for me to assure your excellency and the American people that the military operations carried on here by the British Government against my countrymen are the main means of prolonging the war, for without these military remounts the British army in South Africa could not move and the burgher forces would therefore be absolute masters of the field.

The thousands of innocent women and children penned up in reconcentrado camps of the British, whose lives are being daily taken and forfeited for the freedom and liberty they love so well, would long since have been released but for the United States allowing Great Britain to use your ports, waters, and territories to carry on war against the South African Republics. The burghers ask no favors. They demand blind justice, and from whom should they expect it more than the great American people.

In conclusion, while thanking you on behalf of my fellow-countrymen and women, may I ask your excellency to use every effort in your power, and may the God of our fathers give you strength to at least uphold the glorious traditions of the American people and demand fair play.

I have the honor, etc., your obedient servant,

PEARSON,
Burgher, South African Republic, Late Quartermaster-General.

NEW ORLEANS, *March 23, 1902.*

Hon. W. W. HEARD,
Governor of Louisiana, Baton Rouge, La.

DEAR SIR: In addition to the papers already submitted for your consideration, in the matter of the loading and shipping of mules and horses from this port by British army officers, there will be submitted to you, accompanying this, the affidavit of Raoul John Tourres, the affidavit of Charles J. Cole, and extracts from the records of proceedings in the suits Nos. 13628 and 13629 of the docket of the United States district court for the eastern district of Louisiana.

These, it seems to me, establish beyond question the existence of a British army post at this city, in this State, and that here is maintained a basis of military operations, and this port is made "the basis for the purpose of the renewal and augmentation of military supplies and the recruitment of men." The conduct of these operations by the British officers is "open, undisguised, and equivocal."

It is urged (and it seems to me at least, in the forum of good conscience, the argument ought to prevail) that a public treaty, such as the treaty of Washington of May 8, 1871, like all other treaties, under our form of government, gives rise to two classes of duties and obligations.

First. Those duties and obligations of the high contracting parties, which are reciprocal and which bind the Governments in their actions with reference to each other.

Second. Those duties to citizens, or inhabitants, of the United States, to whom the treaty has become the paramount law, which duties and obligations bind him as a private person. (9 Wallace, 32; 14 Howard, 36.)

It is then for you to decide whether or not there is any sanction for this last class

of duties, which will authorize you, as governor of the State, to see that on Louisiana soil the public law may not be broken with impunity.

Frankly writing, I will say that I believe you have the right and power, and therefore the duty, to enforce respect for our law; yet I know that a strong argument is made that only the Federal Executive may rightfully interfere. It does seem to me, however, were so gross a breach of public law, so wanton a violation of treaty obligations appears within a State, the governor of that State can not be criticised if he interferes to put an end to such conduct, and most certainly he would have the right to call public attention to it and to most emphatically protest against it. If you can not see your way clear to say that these war-like operations on Louisiana soil shall stop, will you not, not only in the interest of public order, but for the love of humanity, make such an insistent protest against them as must awaken the supine Federal authorities?

You may be sure that if you do this, whether or not it brings to you fame, you certainly will have the love and gratitude of many good hearts.

I have the honor to be, very respectfully, your obedient servant,

JOHN CLEGG.

[Samuel Pearson et al. v. J. Parson et al. No. ——. United States circuit court eastern district of Louisiana.]

UNITED STATES OF AMERICA, *Eastern District of Louisiana, ss:*

Charles J. Cole, being first duly sworn, says: That my name is Charles J. Cole; I reside at 2113 Rousseau street, New Orleans, and am 30 years of age. I went to the public schools at the city of New Orleans. I have been engaged in the business of painter, and prior to the 10th day of October, 1899, I was residing at the city of New Orleans. On the 10th day of October, 1899, I left the city of New Orleans on the British steamship *Prah*, loaded with live stock, and proceeded on the ship to Cape Town, in South Africa, where the ship was discharged. I was discharged and returned to the city of New Orleans. On that ship I was employed as an attendant and muleteer to take care of the animals, which were mules. I have made six trips on board British ships with animals loaded for South Africa, twice to the Port of Elizabeth, three times to Cape Town, and once to Durban, in South Africa. I possess discharge papers, which I exhibit to the notary, called certificates of discharge for seaman discharged before the superintendent of a mercantile marine office in the United Kingdom, a British consul, or a shipping officer in British possession aboard, signed by the master of the ship and British consul or shipping officer at Cape of Good Hope.

I engaged on the *Mont Colm* on the 13th day of June, 1900, and was discharged on the 16th day of July, 1900, at Port Elizabeth. I was engaged on the *Knight Bachelor* on the 4th day of April, 1900, and discharged at Cape Town, South Africa, on the 9th day of September, 1900. I was engaged on the *Montezuma* on the 9th day of October, 1900, and discharged on the 12th day of November, 1900. I possess certificates of discharge which read: "Certificate of discharge for seaman discharged before the superintendent of a mercantile marine officer in the United Kingdom, a British consul, or a shipping officer in British possession abroad," giving the name of the ship officer, name of ship, port of registry, official number, tonnage, the name of the seaman, his age, place of birth, and capacity, the date of the engagement, place of engagement, date of discharge, place of discharge, with certificate of character; character for ability and capacity engaged and character of conduct." My character on each of the certificates for conduct and for ability are stamped V. G., being very good, or of the highest commendation.

As foreman of the men in charge of the mules and horses, in which capacity I served, I had charge of seventy or more men. These men were all engaged in taking care of the mules or horses on shipboard. There were British officers on board—I mean officers of the British army—who had charge of everything and from whom I took all directions and orders. These horses or mules were loaded at the port of New Orleans and discharged at Cape Town or Elizabeth or Durban, in South Africa. These horses or mules were destined for the British army engaged in the war in South Africa. I saw them turned over to the army officers at the port of destination. I returned from the last trip, arriving at New Orleans on the 26th of March, 1901. I made one trip on the *Rosetta*, that again left this port the other day, April 3, 1901. The animals from the time they were loaded at the port of New Orleans, if not before, were in charge of the officers of the British army from whom I received my orders, and under whose orders and directions I cared for the animals. I know that many of the crew of men or muleteers that went out under my charge

were solicited and urged by officers of the British army to join the British army, and even they were unable to get their pay unless they would join the British army.

I annex to and make part of this deposition a printed article which appeared in the New Orleans Daily States, of date Thursday, April 4, 1901, which is true in every particular except that I have no complaint to make and did not make any complaint respecting my treatment on shipboard and the statement respecting the number of trips. I made six instead of five trips.

CHAS. J. COLE.

Sworn to and subscribed before me this 5th day of April, A. D. 1901.

WM. A. BELL, *Notary Public.*

THE DAILY PICAYUNE,
New Orleans, March 15, 1902.

I, Thomas G. Rapier, manager of The Picayune, do hereby certify that an advertisement calling for 100 muleteers to attend to horses and mules to South Africa, etc., and signed "Chas. Hagen," copy of which is hereto attached and made part hereof, has been published in The Picayune every day since January 2, 1902; that it was ordered published by Chas. Hagen, the original manuscript being one of his letter sheets now on file in our office, and that we believe the advertisement to be genuine in every respect.

THOS. G. RAPIER,
Manager The Picayune, New Orleans, La.

WANTED—Male help. 100 muleteers, white or colored, to attend to horses and mules on trip to South Africa; \$15 for the run and 75 cents a day coming back. Chas. Hagen, Julia and Front streets. F4-tf.

STATE OF LOUISIANA,
Parish of Orleans, City of New Orleans:

Before me, the undersigned authority, personally came and appeared Raoul John Tourres, who, being duly sworn, deposes and says: My name is Raoul John Tourres; I am 34 years of age, and was born in the parish of Natchitoches, State of Louisiana, and have resided in the city of New Orleans for the past eighteen years. On the 28th day of March, 1901, I was engaged by Dave Warriner, at the city of New Orleans, for service on shipboard, and was by him sent on shipboard of the steamship *Milwaukee*, and I there reported to the British vice-consul of the British Government, or the person whom I took to be acting in that capacity, and I signed ship's articles in his presence. I reported for duty to Captain Challis, who sent me to the head foreman, who in turn sent me for instructions to Lieutenant Thompson, of the yeomanry of the British army, and I acted under his orders and instructions during the voyage from the port of New Orleans to Cape Town, South Africa. During the course of the voyage, which occupied forty-eight days, I was immediately and continuously under the orders of Lieutenant Thompson and conveyed from him his orders to the others. Under Lieutenant Thompson's orders I had charge of 75 men who were engaged on shipboard in various duties, such as caring for the stock, feeding, etc. The cargo was entirely of horses, and we loaded it at New Orleans, and the whole business of handling this cargo during the whole course of the voyage was controlled and directed by Lieutenant Thompson, I conveying his orders and wishes to the men for their execution. I was acting as superintendent to those men, to take orders from Lieutenant Thompson and conveying them to the men and carrying out his orders and instructions.

During the course of the voyage Lieutenant Thompson (in charge) and I inspected the cargo, and neither he nor I nor any of the men under my charge took any orders or directions from the captain or officers of the vessel, except such as may appertain to the navigation of the vessel. When we arrived at Cape Town the bubonic plague was said to be raging. We were not allowed to land the cargo and were ordered to Durban, where we called at Port Elizabeth for feed. When we arrived at Durban we delivered the cargo of horses to British officers in uniform who had marks of their rank on their uniforms. We had no business with anybody except the British officers; they came on board, received the cargo, and took it ashore. We would not be allowed to go ashore unless we would agree to go to the drill hall and sign with the recruiting officer and join the British army. Quite a number of men volun-

teered. I returned to New Orleans on the steamship *Milwaukee* on the 9th day of August, 1901, and the same ship soon thereafter began reloading and left again about the 18th day of August for Cape Town with another load of horses. During the entire voyage Lieutenant Thompson was in his uniform as lieutenant of the British army. In conspicuous places on board were written orders in his own handwriting; the orders and instructions signed by Lieutenant Thompson gave his proper title and he signed as remount officer in the British service. Among the men the steamship *Milwaukee* was known by its number as a transport ship under the command and control of the army officers. On our voyage out to Durban we called at Ascension Island and there Lieutenant Thompson brought on a sergeant, a corporal, and nine privates of the British army, all armed and fully equipped, after exchanging signals, messages, and visits with the officers of fleet in the harbor. The soldiers were brought aboard to control a mutiny.

R. J. TOURRES.

Sworn to and subscribed before me, notary, this 21st day of March, 1902.

[SEAL.]

LAMAR C. QUINTERO,
Notary Public.

On the 2d day of March, 1901, in re Charles H. Cramer et al. v. S. S. *Montcalm*, No. 13639 of the docket of the United States district court, eastern district of Louisiana, in admiralty, there appeared before Hon. Frank H. Mortimer, United States commissioner, the following-named parties: Owen G. Freeman, Charles H. Cramer, Henry Dietrich, Arthur J. Mullen, Isaac W. Cummings, Mathew B. Cuthbertson, Sherman Fry, Hake Halleg, Millard C. Warr, Edgar Burriss, G. E. Beasley, William Marx, Charles F. Crepell, Samuel Smallman, William Pillon, Frank Killher, J. A. De Grew, and August Nozeret, who solemnly swore to and signed the libel that they filed against the steamship *Montcalm*. All the above-named men also swore they were American citizens.

The following is a true and correct extract taken from article 2, page 2, of said libel, and the aforesaid parties solemnly swore that the facts herein alleged are true and correct:

That the said wages were refused libellants by the captain or master of said steamship (*Montcalm*), and said captain or master stated positively and specifically that they would not be paid in full unless they joined the British army then engaged in war against the forces of the Boer Republic in South Africa; that libellants peremptorily and positively refused to lend their aid or assistance to any such iniquitous practice as the British army was then perpetrating; that their sympathies were and are with the forces of the Boer Republic, and they refused to enlist in the British army, except Millard C. Warr, who consented to enter the British army, and was paid in full, but failed to pass the examination to enter the British army and was rejected, and the captain of the said steamship (*Montcalm*), persisting in the course he had adopted, would not pay libellants their wages in full, although same were due under the agreement and stipulations of the ship's articles.

Following is an extract from testimony given by August Nozeret on the 20th day March, 1901, before Hon. Frank H. Mortimer, United States commissioner, in re No. 13639 of the docket of the United States district court, eastern district of Louisiana, entitled Charles H. Cramer et al. v. S. S. *Montcalm* (page 2):

Q. When you arrived at South Africa, Port Elizabeth, the port of discharge, were you discharged from the ship?—A. No, sir; I was not.

Q. Why not?—A. Because I was told by the captain that there was only one way to get discharged and get our money there, and that was to join the British army.

Following is an extract from testimony given by R. B. Maxon, on the 11th day of March, 1901, before Hon. Frank H. Mortimer, United States commissioner, in re No. 13639 of the docket of the United States district court, eastern district of Louisiana, entitled Charles H. Cramer et al. v. S. S. *Montcalm* (pages 4, 5, 8, 9, and 15):

Q. Were you paid when the horses were discharged?—A. I received my discharge at Port Elizabeth on condition; it was supposed I was going into the British army. I did not pass the examination, the physical examination, satisfactorily and was not accepted.

Q. What induced you to go into the British army?—A. I expected to locate in South Africa, and was told that that was the way to get my discharge; that we could not get our final pay and discharge unless we were going in the army.

Q. Who told you?—A. It was not told me directly by any of the ship's officers. It was told to some of the others by the ship's officers. When I asked for my discharge on Thursday, the 17th, I think, of January, 1900, I asked Master Troop and the shipping master of Port Elizabeth for my discharge; the shipping master told

me that I would have to bring a recruiting officer down to the shipping office to vouch for my going into the army. I brought an orderly, I think he was an orderly, of the recruiting office of the Prince of Wales Highland Horse, down to the shipping master's office, and he vouched for me and I got my discharge.

Q. What was the necessity of the British officer vouching for you?—A. To vouch that I was going in the army. It was stated by the shipping master that he must vouch for me before I could get my discharge.

Q. Where did the orderly of the British forces get his information as to your intention to join the army?—A. I had signed his list of recruits on Monday after arriving at Port Elizabeth, because it had been given out that the authorities had said that we should not go ashore unless we were going in the army.

Q. You say you did not pass the physical examination?—A. No, sir.

Q. What was the matter? I don't want to press that question if you feel a delicacy in answering it.—A. Not at all. There was nothing the matter with me at all. He asked me to count the number of perforations in a card across the room and I did not do it, because I had no intention of going into the British army. I am an American.

Q. Then your idea was to use that as a subterfuge to get ashore?—A. Yes, sir; to get ashore and get my discharge and stay there if there was anything to do.

Q. You say that you were told on the ship that no man could go ashore under orders of the authorities?—A. I was not told that personally, but it was given out.

Q. On the ship?—A. Yes, sir.

Q. That none of the muleteers could go ashore or be discharged?—A. The captain announced to a number of them that he had been ordered not to let any man go ashore unless they went into the British army. They had already had trouble with the muleteers before that time and they wanted to steer clear of it.

Q. As it came to you, it was in the shape of an announcement; there was an announcement from shore not to allow any muleteers to go ashore?—A. Yes, sir.

Q. And no one was to be discharged at Port Elizabeth?—A. Yes, sir.

Q. You found that confirmed when you did get ashore, by the shipping master?—A. I found I could not get my discharge unless I was vouched for by a recruiting officer; whether the order was given by the town authorities, I don't know. I only know this, I could not get my discharge unless I was vouched for by a recruiting officer; whether we were forbidden to go ashore by the city authorities I don't know, I never had it confirmed.

Q. I will ask you the candid question; don't you know that only those men who volunteered to join the British army were discharged and paid off?—A. That is my honest opinion of the matter.

Q. From where or how, or from what did you derive that opinion?—A. From my own personal experience.

Following is an extract from testimony given by Joseph Albert De Graw, on the 11th day of March, 1901, before Hon. Frank H. Mortimer, United States commissioner in re No. 13639 of the docket of the United States district court, eastern district of Louisiana, entitled Charles H. Cramer et al. v. S. S. *Montcalm* (pp. 18 and 29):

Q. Did you receive your wages, as you understand the agreement, when you reached Port Elizabeth, South Africa, and the cargo was discharged?—A. No, sir.

Q. Why not?—A. Well, before we went ashore the captain told us that he could not pay us off or discharge us there, but that if we were to enter the English army he would give us our discharges and pay us off; but that he would, under the circumstances, allow us to draw some money so that when we went ashore we could have it to spend.

Q. Who were your company; you four men that are suing in here?—A. I know two of them, myself and another; I don't know the others. One we left over there. One was an Englishman, who remained over there; he joined the army.

On page 2 of the answer of the Elder-Dempster Shipping, Limited, a company domiciled in Liverpool, England, in suit No. 13628 of the docket of the United States district court, eastern district of Louisiana, entitled Patrick Dunne et al. v. S. S. *Milwaukee*, the following is found:

"That the *Montcalm* referred to in article 2 was not a passenger ship but a British government transport under the control of the naval forces of Great Britain."

The above was sworn to on the 28th day of December, 1900, by George S. Webster, master of the British S. S. *Milwaukee*, before Felix Dreyfous, notary public.

Following is an extract from testimony given by William Arthur Freeman on the 18th day of January, 1901, before Hon. Frank H. Mortimer, United States commis-

sioner, in re No. 13628 of the docket of the United States court, entitled Patrick Dunne et al. v. S. S. *Milwaukee* (p. 49 and 50):

Q. There has been something said about the *Montcalm* having a number painted on her hull. Did the *Milwaukee* have a number painted on her hull, too?—A. Yes, sir.

Q. Was there anything done with that number before she arrived at Beira?—A. I don't know whether it was done before she arrived there or after she arrived there; it seems to me it was painted out and painted on again.

Q. Then when she entered Cape Town she had a number on her hull?—A. I am quite sure she did.

Q. Do you know where she was when that number was painted out again?—A. No, sir.

Following is an extract from testimony given by Martin Alberts on the 6th day of March, 1901, before Hon. Frank H. Mortimer, United States commissioner, in re No. 13628 of the docket of the United States district court, entitled Patrick Dunne et al. v. S. S. *Milwaukee* (p. 4 and 5):

Q. Did you have a veterinary surgeon on board of the steamship *Milwaukee*?—A. Yes, sir.

Q. Did he belong to the ship or— A. He was an officer in the army.

Q. In the British army?—A. Yes, sir.

Q. In charge of the horses?—A. Yes, sir.

Following is an extract from testimony given by John B. O'Connor on the 23d day of February, 1901, before Hon. Frank H. Mortimer, United States commissioner; in re No. 13628 of the docket of the United States district court, entitled Patrick Dunne et al. v. S. S. *Milwaukee* (p. 48):

Q. Was there a number on the hull of the *Montcalm*?—A. Yes, sir.

Q. How long had that number been on her hull, do you know?—A. No, sir; I do not. I know it remained on there from the time we left here until we got back here.

Q. When you joined the vessel was it on her hull?—A. Yes, sir.

Q. Where was it painted, what part of the hull?—A. Right in front.

Q. Up near the bow?—A. Yes, sir.

Following is an extract from testimony given by Frederick Williams on the 23d day of February, 1901, before Hon. Frank H. Mortimer, United States commissioner, in re No. 13628 of the docket of the United States district court, entitled Patrick Dunne et al. v. S. S. *Milwaukee* (pp. 8 and 9):

Q. You went ashore?—A. I went ashore and I came back in about half an hour afterwards and there was one of the quartermasters there then at the gangway, and we asked him if we could go ashore, and he said, "Certainly; go ashore whenever you like." The men would go ashore, go on the dock, and come back whenever they liked.

Q. Were there any English troops—soldiers—there on the dock that made any objection to the men going ashore?—A. No, sir; none at all. There were English guards on the dock. It was a Government dock we were landed at, and they had a lot of government stores, ammunition and food and stuff, I think, and they were on patrol duty guarding that stuff, watching it.

Following is an extract from testimony given by Matthew Warriner on the 10th day of May, 1901, before Hon. Frank H. Mortimer, United States commissioner, in re No. 13628 of the docket of the United States district court, entitled Patrick Dunne et al. v. S. S. *Milwaukee* (page 2):

Q. You live in New Orleans?—A. Yes, sir.

Q. And your occupation last May and June?—A. Representing Elder, Dempster & Co., ship agents.

Q. Of the Elder-Dempster steamship lines?—A. Representing Elder, Dempster & Co., a Liverpool corporation, private firm, rather.

Q. Do you know the steamship *Milwaukee*?—A. Yes, sir; we have loaded her several times.

Q. And what corporation does she belong to?—A. She belongs to the Elder-Dempster Shipping, Limited.

Q. Do you know the steamship *Montcalm*?—A. Yes, sir.

Q. Have you been the agent for her?—A. Yes, sir.

Q. Same people own her?—A. Elder-Dempster Shipping, Limited.

Q. Same corporation?—A. Yes, sir.

Q. I believe these vessels have at various times taken mules from New Orleans to South Africa?—A. Yes, sir.

Q. Loaded under your agency or supervision or while you were agents of the ship?—A. Yes, sir.

Q. How many trips have they made; do you know how many?—A. These two particular ships?

Q. Yes.—A. The *Milwaukee* has made about two or three; the *Montcalm* has made four or five.

Q. And when did they begin?—A. I can't tell you when these two particular ships began.

Q. Well, approximately?—A. The shipments began in September, 1899.

[The Daily States, p. 4.]

MULETEER COLE HAS MADE FIVE TRIPS TO SOUTH AFRICA—WELL TREATED ON ALL EXCEPT THE LAST—BRITISH TRY TO FORCE MULETEERS INTO THEIR SERVICE.

Among the many American boys who have made the trip between this port and ports in South Africa, where such vessels enter, as muleteers on British transports carrying stock for the use of the army battling against the Boers, probably none has made more than Charles Cole, a New Orleans boy, who recently returned to this city on the steamship *Rossetti*, a vessel of very large capacity. Cole has made five round trips, and upon the completion of each he has received an honorable discharge, testifying to his good service as chief foreman of muleteers.

He made his first trip on one of the first vessels to leave here on such a mission, and his most recent one ended several days ago, when the *Rossetti* returned to this port with the remainder of the crew of muleteers who did not enlist in the British army. Until this last trip he has been well satisfied with his experiences and the treatment he was accorded. The management of the ships was good during all of the trips except that of the *Rossetti*, and he found no fault with the work of those in charge, nor did they with his work.

During the trip the men—Foreman Cole and those under him—were treated badly, and upon their arrival at Durban they were not allowed ashore, except as members of the British army. During the entire trip, he says, they were hounded by the officers and continually kept at work, without being allowed any recreation whatever. When the vessel anchored in the harbor of Durban, officers of the British army came aboard and in every conceivable manner coaxed and begged the muleteers to enlist for service on shore, promising them the best sort of treatment and handing out inducements for them to accept. Forty-nine of the *Rossetti's* crew consented to join the army, and did so, for unless they did they were prohibited from going ashore. Those who remained on the ship were not paid their wages until they arrived home. Those who enlisted were detailed as scouts to bear the brunt of campaigning.

Foreman Cole charges incompetency on the part of Major Forbes, and also accused the veterinary, Mr. Nicholls, and his assistants with being neglectful of their duties. The stock was fed three times a day on bran and oats, three-fourths of a bucket being given to each animal, and this procedure was kept up for twenty days. The meal hours were very irregular, and sometimes Major Forbes would order the animals to be fed as late as 7 o'clock in the evening. There were 47 horses lost during the voyage, death being caused by overheating, from being overfed, from glanders, and from lung fever.

OFFICE OF THE COLLECTOR OF CUSTOMS,
Port of New Orleans, March 26, 1902.

General PEARSON,
No. 814 Hennen Building, New Orleans, La.

SIR: In compliance with your request of this date, I give below a list of British transports which have sailed from this port during the current month:

Date.	Vessels.	Agents.
Mar. 8	Montreal	Elder, Dempster & Co.
Mar. 10	Hellenes	W. J. Hammond.
Mar. 15	European	M. J. Sanders.
Mar. 22	Monarch	Elder, Dempster & Co.

For description of cargo you are referred to the agents of the vessels, whose names are given above.

Respectfully,

R. G. WIMBERLY,
Special Deputy Collector.

[From the Daily Item.]

NEW ORLEANS, Tuesday, March 18, 1902.

APPEALS TO GOVERNOR—GENERAL PEARSON, THE BOER AGENT, WILL APPEAL TO GOVERNOR HEARD AND SUBMIT DOCUMENTS TO PROVE BRITISH TRANSPORTS COMING FROM NEW ORLEANS FRAUDULENTLY ENTER FOREIGN PORTS.

Within a few days Gen. Samuel Pearson will place additional evidence in the hands of the Governor to prove that the British Government is not only using the Port of New Orleans as a base of supplies for replenishing the army in South Africa with mules, but that the vessels which openly come to the Mississippi River as British transports are afraid to enter foreign ports on the eastern coast of Africa with the British number on the hull.

He will produce evidence that the steamer *Milwaukee*, owned and operated by the Elder, Dempster Company, as a mule transport, endeavored to fraudulently enter Beira, a Portuguese colony on the eastern coast of Africa, by painting out the number on the vessel.

The Portuguese authorities discovered that it was a British transport and refused to allow the mules to be unloaded, compelling the vessel to continue to Cape Town.

The object in landing the mules at Beira is obvious, as hundreds of miles would have been saved by the inland route to the seat of the war in the Transvaal, Beira being much closer than Cape Town.

The Boer general will also give direct testimony, taken from the testimony of a half dozen witnesses in the preliminary hearing of the suit of Peter Dunne and others, against the steamship *Milwaukee*, now pending in the United States court, that many of the vessels leaving this port for South Africa are not passenger steamers, but British Government transports under the direct control of the naval forces of Great Britain.

He has the sworn testimony of George S. Webster, master of the *Milwaukee*, as well as the testimony of many others, including Matthew Warriner, the local agent for the Elder, Dempster people, who testified that he had knowledge of the fact that the *Milwaukee* and *Montcalm*, both of which are operated by his company, had made several trips to the African coast with mules.

The above evidence was drawn out in a case entirely foreign to the cause represented by General Pearson, and for that reason is thought to be all the more damaging to the British.

Attorney John A. Woodville found the testimony while looking over the evidence taken before United States Commissioner F. H. Mortimer in the Dunne case, in which Peter Dunne and others are suing the *Milwaukee* for personal damages. They aver in their petition that they shipped to South Africa as muleteers and were forced on land and not allowed to return on the boat. They also claim that an attempt was made to force them to join the English army. A few days later, it is said, the *Montcalm* put into the port with mules. The men made an attempt to return on this vessel, but were refused because "it was a passenger boat."

General Pearson will go to Baton Rouge again in a few days and place the new evidence in the hands of the governor and ask his assistance in proving to President Roosevelt that New Orleans is the base of supplies for the British.

He will also point out the fact that one of the largest single orders for horses ever given in the United States has just been closed with a buyer at the South St. Joseph (Mo.) horse and mule market.

The contract calls for 12,000 horses, to be delivered at the rate of 500 per month for two years. It is believed by the general that the greater part of these are for the use of the British army.

Among the voluminous manuscripts which the general will give into the hands of Governor Heard are the following:

On page 2 of the answer of the Elder-Dempster Shipping Company, Limited, in the Dunne suit, the following is found:

That the *Montcalm* referred to in article 2 was not a passenger ship, but a British Government transport, under the control of the naval forces of Great Britain.

The above was sworn to on the 28th day of December, 1900, by George S. Webster, master of the British steamship *Milwaukee*, before Felix Dreyfous, notary public.

Following is an extract from testimony given by William Arthur Freeman on the 18th day of January, 1901:

Q. There has been something said about the *Montcalm* having a number painted on her hull; did the *Milwaukee* have a number painted on her hull, too?—A. Yes, sir.

Q. Was anything done with that number before she arrived at Beira?—A. I don't know whether it was before she arrived there or after she arrived there; it seems to me it was painted out and painted on again.

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Q. Then, when she entered Cape Town she had a number on her hull?—A. I am quite sure she did.

Q. Do you know where she was when that number was painted out again?—A. No, sir.

Following is an extract from testimony given by Martin Alberts on the 6th of March, 1901:

Q. Did you have a veterinary surgeon on board of the steamship *Milwaukee*?—A. Yes, sir.

Q. Did he belong to the ship or— A. He was an officer in the army.

Q. In the British army?—A. Yes, sir.

Q. In charge of the horses?—A. Yes, sir.

Following is an extract from testimony given by John B. O'Connor on the 23d of February, 1901:

Q. Was there a number on the hull of the *Montcalm*?—A. Yes, sir.

Q. How long had that number been on her hull, do you know?—A. No, sir; I do not. I know it remained on there from the time we left here until we got back here.

Q. When you joined the vessel was it on her hull?—A. Yes, sir.

Q. Where was it painted, what part of the hull?—A. Right in front.

Q. Up near the bow?—A. Yes, sir.

Following is an extract from testimony given by Frederick Williams on the 23d February, 1901:

Q. You went ashore?—A. I went ashore and I came back in about half an hour afterwards and there was one of the quartermasters there then at the gangway, and we asked him if we could go ashore, and he said, "Certainly, go ashore whenever you like;" the men would go ashore, go on the dock, and come back whenever they liked.

Q. Were there any English troops, soldiers, there on the dock that made any objection to the men going ashore?—A. No, sir; none at all. There were English guards on the dock; it was a Government dock we were landed at, and they had a lot of Government stores, ammunition and food and stuff, I think, and they were on patrol duty guarding that stuff, watching it.

Following is an extract from testimony given by Matthew Warriner on 10th May, 1901:

Q. You live in New Orleans?—A. Yes, sir.

Q. And your occupation last May and June?—A. Representing Elder, Dempster & Co., ship agents.

Q. Of the Elder-Dempster steamship lines?—A. Representing Elder, Dempster & Co., a Liverpool corporation—private firm, rather.

Q. Do you know the steamship *Milwaukee*?—A. Yes, sir; we have loaded her several times.

Q. And what corporation does she belong to?—A. She belongs to the Elder-Dempster Shipping, Limited.

Q. Do you know the steamship *Montcalm*?—A. Yes, sir.

Q. Have you been the agent for her?—A. Yes, sir.

Q. Same people own her?—A. Elder-Dempster Shipping, Limited.

Q. Same corporation?—A. Yes, sir.

Q. I believe these vessels have at various times taken mules from New Orleans to South Africa?—A. Yes, sir.

Q. Loaded under your agency or supervision or while you were agents of the ship?—A. Yes, sir.

Q. How many trips have they made; do you know how many?—A. These two particular ships?

Q. Yes.—A. The *Milwaukee* has made about two or three, the *Montcalm* has made four or five.

Q. And when did they begin?—A. I can't tell you when these two particular ships began.

Q. Well, approximately?—A. The shipments began in September, 1899.