

Ben Lomond Farm

ca. 1834

Prince William: A Past to Preserve

Historic Name: Ben Lomond

Date or Period: ca.1837

Original Use: Residence

Vicinity: Sudley

Long recognized as an important landmark, Ben Lomond is a two story, stone house with notable interior woodwork, including three Federal-style mantels. This manor house is located close to the scenes of the first and second battles of Manassas, and graffiti from Civil War soldiers can still be seen on its walls. Its builder and owner, Benjamin Tasker Chinn suffered enormous financial losses as a result of the war and in 1870 sold Ben Lomond. Following the sale, Ben Lomond became the country estate of several distinguished and wealthy persons. From the early 1900s to the 1930s, Ben Lomond was owned by the Honorable John R. Rixey, a U. S. congressman; Admiral P. M. Rixey, personal physician to President William McKinley and Theodore Roosevelt; and W. R. Bruch, a multi-millionaire and manufacturer from Cleveland, Ohio. Ben Lomond's last owner, before the estate's property was sold and a residential subdivision built upon its grounds in the 1960s, was financier Robert L. Garner, who was a vice president of the World Bank, among other things. While Garner owned Ben Lomond, it was a noted dairy, cattle, and horse-breeding farm.

Prince William: A Past to Preserve

Historic Name: Ben Lomond Accessory Building

Date or Period: early 19th century

Original Use: Manor House Outbuilding

Vicinity: Sudley

This one-story, accessory building is one of the three stone outbuildings associated with the Ben Lomond Manor House. Like the manor house and other buildings, it is constructed of locally quarried, red, sandstone rubble, both roughly shaped and uncut, and laid up in approximate courses with lime-sand and perhaps clay-mortar between interior stones. This building is said to have been an overseer's house, the first residence of the earliest owners, or a slave dwelling. To save this outbuilding from a threatened demolition, it was relocated to the current manor house tract.

Prince William: A Past to Preserve

Historic Name: Ben Lomond Caretaker's House

Date or Period: Mid-19th to early 20th century

Original Use: Tenant House

Vicinity: Sudley

This two-story home of frame- and- log construction has a one-and-a-half-story, kitchen wing with a large, unexposed, brick fireplace. Interior features include two Victorian mantels, a closed winding stair constructed of rough-hewn-lumber, and a batten door with strap hinges.

Alexandria Gazette 21 Nov 1849

SHEEP – The subscriber will sell at public sale at the residence of B. T. Chinn, four and one half miles south-west from Centreville and four east from Groveton, adjoining Alfred Ball, on Bull Run, on Tuesday, December 4th if fair, if not the next fair day, 1000 to 1400 MERINO SHEEP of the finest quality, heavy fleece and large bodied sheep, 5 young MULES, 1 JACK, 2 JINNEY'S, HORSES, OXEN, COWS, HOGS, WAGONS, PLOWS, HARROWS, GEARS, and etc. Sale to commence at 10 o'clock, A. M.

Terms of Sale- A Credit of nine months on all sums over five dollars, the purchaser giving bonds with approved security, bearing interest from date; for sums of five dollars interest from date; for sums of five dollars or under that amount the cash will be required.

H. N. Andrus
Ben Lomond, Prince William County

Alexandria Gazette 30 Dec 1850

SHEEP – 1600 SHEEP AT PUBLIC SALE! – Another fresh importation and arrival of those beautiful, thoroughbreds, MERINO SHEEP, from the State of Vermont, whose character for fine wool and profitable sheep stands higher than any other state in the Union. The subscriber has been on and selected them with great care, and purchased them at high prices, from some of the best flocks in the north, expressly for this market. From three years experience in this country with Merino Sheep, their management in breeding, growing wool, summering and wintering, the certainty of their improving the old fields quicker and cheaper than any other method that can be pursued, it is the most profitable investment that a gentleman can make (rail-road stocks not excepted.) Farmers and Planters look to your interest, and do not forget that on Friday, January 3rd, if fair, if not the next fair day, will be offered at public sale, at the residence of the subscriber, adjoining Alfred Ball, Esq., on Bull Run, one mile and a half below the Bridge, at 10 o'clock, 1600 pure blooded MERINO SHEEP; 5 yoke of working Oxen, well broke; 1 two year Devon Bull, Cows, young Cattle, Horses, Saddle Ponies, Hogs, 1 four-horse Wagon, 1 one-horse wagon, and gears new; 1 Carriage, and other property.

H. N. Andrus
Ben Lomond, Prince William County

Alexandria Gazette 3 December 1855

FAIRFAX AND PRINCE WILLIAM LAND FOR SALE – I will offer for sale at public auction, at Fairfax Court House, on Monday, the 17th day of December next, that being Court Day, the following TRACTS OF LAND, viz:

No. 1 Being a part of PORTICI, the residence of the late Alfred Ball, deceased. This TRACT contains ONE HUNDRED and TWENTY EIGHT ACRES, lying on Bull Run, in the County of Fairfax, 3 ½ miles west of Centreville, half a mile from the Warrenton and Alexandria Turnpike, and within a few miles of TUDOR HALL STATION, on the Orange and Alexandria Railroad. It has an abundance of woodland, and is capable of being made a first rate farm.

No.2 Also, a part of PORTICI, containing ONE HUNDRED and TWENTY TWO ACRES, and lying in Prince William County, immediately between PORTICI and BEN LOMOND, the residence of Thomas and Andrew Pringle.

No.3 Lies on Sandy Run in Fairfax County, about six miles northwest of the Village of Occoquan, and adjoins the lands of Ashford and others. It contains TWO HUNDRED ACRES, well supplied with wood and water and is inferior to no land in the county in its natural qualities. I will sell either or all of those TRACTS at private sale. Terms easy and made known on the day of sale. Address, Groveton, Prince William County.

C. Carter, Prince William County, Virginia

Prince William County Virginia Clerk's Loose Papers Volume II

By Ronald Ray Turner

1 Feb 1858

Frances B. Gibson vs Benjamin Thornton and Andrew Pringle

For Hire of Josiah

Frances B. Gibson plaintiff complains of Benjamin Thornton and Andrew Pringle Jr. defendants who were summoned to answer the said plaintiff of a plea that they render unto the sum of one hundred and twenty five dollars which they owe to her and unjustly detain from her; and thereupon the said plaintiff any that the said defendants hereupon to wit on the 1st day of January in the year 1857 at the county aforesaid executer their two certain writings obligatory each sealed with their seals and to the court now here sworn the date of each of which is on the day year last aforesaid by the first of which they bound themselves their heirs executors & to pay to said plaintiff on or before the 1st day of January 1858 the sum of seventy five dollars for the hire of Josiah for the year 1857 by the other writing obliges (word not legible) they bound themselves their heirs executors and to pay said plaintiff on or before the 1st day of January 1858 the further sum of fifty dollars for the hire of Buckley while two sums together make the sum of One Hundred and Twenty Five Dollars upon demanded - Nevertheless the said defendant although often requested so to do the said sum of \$125 above demanded or any part thereof has not paid to the said plaintiff, but the same to pay have always hitherto wholly refused and still refuse to the damages of said plaintiff \$125 & therefore she brings suit.

Eppa Hunton

On or before, 1st day of February 1858. We bind ourselves, our heirs, executors, &c. to pay, or cause, to be paid, to Frances B. Gibson, her heirs, executors &c. the just sum of seventy five dollars for the hire of Josiah for the present year, said servant, with good & sufficient summer and winter clothing, embracing, one pair of boots, one pair of shoes, socks, hat, and blanket & treat said servant with humanity. Witness our hands & seals, this 1st day of January 1857. Benjamin Thornton by Joseph Thornton his attorney- seal

Andrew Pringle Jr. - seal

On or before, 1st day of February 1858. We bind ourselves, our heirs, executors, &c. to pay, or cause, to be paid, to Frances B. Gibson, her heirs, executors &c. the just sum of fifty dollars for the hire of Bukley for the present year, said servant, with good & sufficient summer and winter clothing, embracing, one pair of boots, one pair of shoes, socks, hat, and blanket & treat said servant with humanity. Witness our hands & seals, this 1st day of January 1857. Benjamin Thornton by Joseph Thornton his attorney- seal

Andrew Pringle Jr. - seal

The Commonwealth of Virginia, to the Sheriff of Prince William County, If they be found in your bailiwick, to appear at the Clerk's office of our County Court of Prince William County, at the rules to be holden for said Court on the first Monday in February next to answer Frances B. Gibson of a plea of debt for \$125 and - Damage \$125 and have there this writ. Witness Phillip D. Lipscomb, clerk of our said court, at the Court House aforesaid, the 4 day of January 1858, in the 82nd year of our foundation

P. D. Lipscomb.

Prince William County Virginia Clerk's Loose Papers

By Ronald Ray Turner

6 October 1851

Benjamin T. Chinn against H. N. Andrus

Pleas at the court house of Prince William County on the 4th day of November A.D. 1851 – Be it remembered that heretofore to wit: At a court held for Prince William County on the 6th day of October 1851, on the motion of Benjamin T. Chinn against H. N. Andrus upon an attachment, which attachment with the endorsement & return thereon made on in these words, to wit: Prince William County, to wit: To F. A. Weedon, Deputy Sheriff of the said County – Whereas &c. endorsement –

Sheriff return – and thereupon it was ordered that the said motion be continued until next court – At which day, to wit: at a court of quarterly session continued & held, for the county of Prince William, at

the court house of said county, on the same day & year first herein mentioned, to wit on the 4th day of November A.D. 1851, came the parties by their attorneys and being heard motion to quash by defendant overruled by the court & judt: granted the plaintiff for \$250 the amount of his debt pronounced to be just & his costs in this case – And the Sheriff is directed to make sale of the 8 head of horses, 8 head of cattle, 20 head of hogs, 800 head of sheep, sixty tons hay, one carriage & harness, the farming utensils, household & kitchen furniture the property by him attached in this case or so much thereof as may be necessary to satisfy said judgment, on a credit till the 1st day of January, 1852, the time at which said debt becomes due & payable according to law.

Memo: - on the trial of this case, the defendant by his attorney excepted to two several opinions of the court, given upon the said trial & tendered his bills of exceptions to the same, which were received, signed & sealed by the court & ordered to be made part of the record, in the said cause - & are in the words & figures following; to wit: - here copy bills of exceptions –

H. N. Andrus to B. T. Chinn 1 July 1851 to this amount due you rent the 1 day January 1852 - \$250.00

Prince William County to wit: This day Benjamin T. Chinn made oath before me Benjamin Johnson a justice of the said county, that he verily believe that H. N. Andrus his tenant, is justly indebted to him in the sum of two hundred and fifty dollars, for rent reserved upon contract, for a certain messuage and tenement situated in said county, and he also makes oath that he believes unless an attachment ____ there ____ not be left on such promised property liable to distress sufficient to satisfy the rent so to become payable on the 1st day of January 1852. Given under my hand this 23rd day of September 1857

Signed, Benjamin Johnson J.P.

Prince William County Virginia Clerk's Loose Papers

By Ronald Ray Turner

23 September 1851

Benjamin T. Chinn vs H. N. Andrus

Prince William County to wit:

To F. A. Weedon, Deputy Sheriff of the said county. Whereas Benjamin T. Chinn has this day made complaint on oath before me Benjamin Johnson a justice of the said county, that H. N. Andrus his tenant is liable to pay him the said Benjamin T. Chinn for rent of a certain messuage and tenement situated and being in the said county, the sum of two hundred and fifty dollars, which will be due and payable within one year from the date, and at the time and in the manner following to wit, one the first day of January 1852 of which he has received no part, and has moreover made oath before me that he verily believes that the said H. N. Andrus intend to remove and is removing his effects from the leased tenement aforesaid before the time of the payment of the rent aforesaid and that unless an attachment issues there will not be left on the said leased premises property liable to distress sufficient to satisfy the said rent so to become payable.

These are therefore in the name of the Commonwealth to require you to attach such goods of the said H. N. Andrus as might be distained for the said rent, if it had become payable and any other estate of the said H. N. Andrus or so much thereof as will be sufficient to satisfy the said Benjamin T. Chinn the rent aforesaid and that you secure the said goods and estate so attached in your hand, or so provided that the same may be liable to farther proceedings there ____ to be had at the next county court of the said county of Prince William, when and where you are to make return how you have executed this warrant. Given under my hand and seal this 23rd day of September 1851

Benj. Johnson J.P. (seal)

Benjamin T. Chinn vs H. N. Andrus
In Attachment for Rent

Memorandum that upon this trial of this cause the defendant moved that the attachment issued in this cause because the same was issued on false ____ and without sufficient cause and introduced witnesses who proved that the defendant has rented the land for the rent of which this warrant was issued for the term of ten years that the said term will not expire until 1 January 1859 the contract for which is in writing and is (here inserted) that verily also proved that defendant declared that he desired to remain on the farm the remainder of the term provided he and plaintiff could get along in peace – that the defendant declared that if he could not get along on friendly terms with plaintiff he would rent if he could a farm in this county or the adjoining county, that he was pleased with Virginia and wished to remain here – defendant also proved that he had in possession on said land 500 sheep, a crop of wheat worth some \$50, cows, horses, corn, hay, household kitchen furniture and other property worth at least \$2300, that the four witnesses mentioned on behalf of the defendant proved that they had seen nothing and heard nothing which induced them to believe the defendant would leave this Commonwealth before the rent attached for would become due – that the defendant articles of agreement made and entered into this eighth day of September A.D. 1849 between B. T. Chinn of the County of Prince William and state of Virginia of the first part and Horatio N. Andrus of the second part (witnesseth) that B. T. Chinn of the first part bind himself his heirs &c. to rent and does rent to the said H. N. Andrus his heirs &c. his entire farm known by the name of Ben Lomond lying and being in the county of Prince William and Fairfax adjoining the lands of A. Ball, Lovell Marders, Francis M. Lewis and others containing eighteen hundred acres more or less except his house, yard, garden and ten acres of land. Two acres lying west adjoining the garden and yard and eight lying on front of said lot of two acres the same to be enclosed with a lawful fence for the term of five years from the first of January 1850 with the privilege to have and to hold as above within Other five years thereafter ending with the year 1859 – The said H. N. Andrus his heirs &c. of the second part agreed to pay B. T. Chinn his heirs &c. of the first part the sum of five hundred dollars in current money of the state of Virginia in two equal semiannual payments that is to say two hundred and fifty dollars the first day of July and two hundred and fifty dollars the first day of January with successive year; ____ further agrees to furnish the party of the first part hay enough to winter 4 horses, 4 cows and ten sheep, and the said Chinn is permitted to keep 2 breeding sows and there increase and said hogs are to run with said H. N. Andrus stock. And the party of the second part agrees to enclose the said farm and put up the crops or dividing fences in a lawful manner as far as necessary for the convenience and advantages of a sheep grazing farm.

The said Andrus agrees to plough or break up one hundred acres or mow of land every year and seed the same in clover or timothy and keep all the roads in order and fill up all the gullies in the fields with brush &c. and keep up the gates and furnish the party of the 1st part with him firewood each year. The said party of the 2nd part agrees to feed all the hay, straw, fodder shocks &c. on the farm and to have no subtenants on the said farm, for the which the party of the 1st part agrees to build a good substantial barn sixty feet long and 30 feet wide basement story with 2 sheds attached to said barn 50 feet by 30 provided that the party of the 2nd part halls all the materials for the use in building said barn and sheds and the said barn and sheds to be finished by the 1st day of January 1851. And also for the woods the condition of which he gives and makes over to the said Andrus two work steers named Buck and Snapp, the cart, ox yoke and 2 ox chains. And further if there is not one thousand dollars worth of stock put on and remain on the farm from year to year until the expiration of this agreement otherwise this contract is null and void. Given under our hand and seals this year and date above mentioned.

This is a true copy of the original.
signed, A. Ball

Prince William County Virginia Clerk's Loose Papers

By Ronald Ray Turner

29 October 1869

Francis J. Cannon, Wilmer McLean vs Benjamin Chinn

"Sale of Ben Lomond"

Prince William County to wit: In the circuit court of said county, Francis J. Cannon and Wilmer McLean real estate agents and partners trading under the firm name of Cannon & McLean, plaintiffs complain of Benjamin T. Chinn, defendant, who has been summoned to answer to a plea of trespass on the case, for this, that whereas the said defendant, therefore, to wit: on the (blank) day of October, in the year of our Lord 1869, at the County aforesaid was indebted to the said plaintiffs in the sum of Eight Hundred and Ninety Dollars, commission owe to said defendants on the sale of the said defendants land as land agents aforesaid before that said date and for divers goods, wares and merchandise, before that time sold and delivered by the said plaintiffs to the said defendant at his special request, and also in the like sum for money lent and advanced by the said plaintiffs to the said defendant at his special request; and also in the like sum for money paid, laid out and expended by the said plaintiff for the said defendant at his special request; and also, in the like sum for work and labor done and performed, and divers materials about said work and labor found, by the said plaintiffs for the said defendant his special request; and being so indebted, the said defendant afterwards to wit; on the day and year aforesaid, at the County aforesaid, in consideration thereof, undertook and then and there faithfully promised to the said plaintiffs that he the said defendant the said several sums of money when requested would well and truly pay to said plaintiff. And whereas the said defendant afterwards, to wit: on the (blank) day of October, in the year aforesaid, at the county aforesaid, accounted with the said plaintiffs of and concerning divers other sums of money from the said defendant to the said plaintiffs before that time due and owing, and then in arrear and unpaid, and upon such accounting the said defendant then and there found in arrear and indebted to the said plaintiffs in the further sum of eight hundred and ninety dollars, and being so found in arrear and indebted, he the said defendant afterwards, to wit: on the day and year last mentioned, at the county aforesaid, in consideration thereof undertook, and then and there faithfully promised to pay to the said plaintiffs when thereto afterwards required, the last mentioned sum of money. Nevertheless, the said defendant his said promises in no wise regarding the said several sums of money, or any part thereof, although often required, to the said plaintiff has not paid, but the same to the said plaintiff to pay has always hitherto refused and still does refuse to the damage of the said plaintiffs of Two Thousand Dollars and therefore he brings suit &c. signed, Clark P.Q.

Note from B. T. Chinn to Wm. Campbell

Manassas, October 29, 1869 to Mr. William A. Campbell. Will please pay Cannon & McLean, Eight Hundred & Ninety Dollars the amount in full due them for selling Ben Lomond farm. signed B. T. Chinn

Prince William County Virginia Clerk's Loose Papers

By Ronald Ray Turner

16 June 1858

Muschett executor vs Pringle

The Commonwealth of Virginia. To the Sheriff of Prince William County – Greetings: We command you that of the goods and chattels of Andrew Pringle and Thomas Pringle late in your bailiwick, you cause to be made the sum of \$65.00 with interest thereon at the rate of six per centum per annum from the 25th December 1857 until paid, which Allen Howison & Richard W. Wheat executors of L. C. Muschett deceased late in our County Court of Prince William has recovered against the said Pringles for debt also the sum of \$13.51, which by the same court were adjudged to the said Muschett's executor for their costs by them about their suit in that behalf expended; whereof the said Pringles are convicted as appears to us of record: And that you have the same before the Justices of our said County Court, at the court-house, on the first Monday in August next to render to the said Muschett's executor of the debt and costs aforesaid. And have then there this writ. Witness, Philip D. Lipscomb, Clerk of our said County Court, at the court-house aforesaid this 16th day of June 1858, and in the 82nd year of the Commonwealth.

P. D. Lipscomb

This execution has been settled and the plaintiff is to return it. – Eppa Hunton p.q.

Prince William County Virginia Clerk's Loose Papers

By Ronald Ray Turner

16 June 1858

Muschett vs Pringle

The Commonwealth of Virginia. To the Sheriff of Prince William County – Greetings: We command you that of the goods and chattels of Andrew Pringle Jr. late in your bailiwick, you cause to be made the sum of \$90.00 with interest thereon at the rate of six per centum per annum from the 25th December 1857 until paid, which Allen Howison & Richard W. Wheat executors of L. C. Muschett deceased late in our County Court of Prince William has recovered against him for debt also the sum of \$12.61, which by the same court were adjudged to the said Muschett's executor for their costs by them about their suit in that behalf expended; whereof the said Pringle Jr. is convicted as appears to us of record: And that you have the same before the Justices of our said County Court, at the court-house, on the first Monday in August next to render to the said Muschett's executor of the debt and costs aforesaid. And have then there this writ. Witness, Philip D. Lipscomb, Clerk of our said County Court, at the court-house aforesaid this 16th day of June 1858, and in the 82nd year of the Commonwealth.

P. D. Lipscomb

This execution has been satisfied and the plaintiff is to return it. – Eppa Hunton p.q.

PRINCE WILLIAM COUNTY VIRGINIA

**MIXED COMMISSION
ON
BRITISH AND AMERICAN CLAIMS**

THOMAS PRINGLE vs UNITED STATES

&

ARTHUR C. & FRANCES EVANS vs UNITED STATES

BY

RONALD RAY TURNER

The following cases of Thomas Pringle vs The United States and Arthur C. & Frances Evans vs The United States were transcribed from papers found at the National Archives II. The cases are as complete as the found documents would allow.

My reason for researching the Mixed Commission on British and American Claims was to gain information on Thomas Pringle of Ben Lomond and any other residents of Prince William County, Virginia. Under the Treaty of May 8, 1871, British subjects were allowed to file claims for compensation with this commission. Two relevant claims were found relating to Prince William County. These two very different cases help in understanding the civilian regulations imposed during the Civil War occupation. British subjects were better off than most residents in the occupied areas because of their neutrality, but were still at a great risk for loss of property.

Only the one-sided position of facts presented by the Federal Forces was found in the Evans case. Depositions for the claimants Arthur and Frances Evans are missing from the files. The case was disallowed without compensation on March 28, 1873. The claimant's side of the case may still be recovered with additional research.

Information gained from the Pringle case will be of interest to the people researching "Ben Lomond," as it gives some names, dates, and units of Confederate and Union forces along with a description of furniture in the manor house. It also confirms the use of the manor house as a hospital and the surprising fact that the Pringles were able to live there during that occupation. The most surprising piece of new information, however, is the existence of the "Pringle Store" at Ben Lomond.

The Manassas Gazette and Alexandria Gazette both reported that Thomas Pringle was awarded \$564 in gold by The Mixed Commission on British and American Claims. The records at the National Archives, however, list the amount received on January 15, 1873 as \$558 dollars for property taken by the United States.

Ron Turner, December, 2

**MIXED COMMISSION
On
BRITISH AND AMERICAN CLAIMS**

Under the 12 Article of the Treaty of May 8, 1871

**Claims of Subjects
of
GREAT BRITIAN vs. THE UNITED STATES**

**THOMAS PRINGLE
vs
UNITED STATES**

MIXED COMMISSION ON BRITISH AND AMERICAN CLAIMS

By article 12-17 of the Treaty of Washington the United States and Great Britain agreed that all claims on the part of corporations, companies, or private individuals of the two nations arising out of acts against persons or property during the period Apr. 13, 1861 to Apr 9, 1865, that were not claims referred to in article #1 (Alabama Claims), should be referred to a Mixed Claims Commission. The commissioners appointed were Russell Gurney for Great Britain; James Somerville Frazer for the United States; and Count Louis Corti, the Italian Minister to the United States, chosen by both countries. At the Commission's first meeting, Sept. 26, 1871, Corti was selected to preside; Robert Safford Hale was received as agent and counsel of the United States; James Manderville Carlisle was received as counsel of Great Britain, and Henry Howard as agent of Great Britain. Thomas C. Cox, appointed secretary of the Commission on Sept. 27, had charge of the records, concerning which rules were prescribed by the commission. It met in Washington until May 10, 1873, and then after a recess held the rest of its session, from June 10 to Sept. 25, at Newport, R. I.

Adjudicating the claims involved extensive investigation and resulted in considerable documentation. British citizens presented 478 claims for sums totaling with interest about \$96,000,000. Of the 19 American claims, amounting to less than \$1,000,000 exclusive of interest, 12 grew out of the raid on St. Albans, Vt., made by Confederates who came across the border from Canada. Others resulted from the detention at Calcutta of American vessels laden with saltpeter and from a raid by Confederate soldiers upon the American steamers Philo Vance and Island Queen on Lake Erie. Documentary evidence regarding the claims was sought by the U. S. Agent from the archives of all the departments of the Federal Government and from records of the Confederate Government that were in Federal possession. Testimony was taken in writing all over the United States and in many different parts of the world by special counsel sent out from Washington or by local counsel under the instruction of the U. S. Agent. Aid was also obtained from Thomas H. Duley, who had been U.S. counsel at Liverpool, and Joseph Nurn, vice counsel general at London. The cases of American citizens against Great Britain were handled by private counsel with the general aid and supervision of the U. S. Agent. The resulting disposition of the British claims was as follows: 258 disallowed as unwarranted; 8 withdrawn by the British agent; 1 dismissed but later refilled; and 181 allowed, for \$1,929,819. All the American claims were dismissed.

THOMAS PRINGLE
vs
THE UNITED STATES

To Henry Howard, Esq.
H B M s Agent
Washington D. C.

Sir: Please take notice that on the 25th day of November, 1872, at 10 o'clock A. M. before Edmund F. Brown, U. S. Commissioner at his office, No. 687 F. Street, N.W. Washington, D. C. the testimony of Francis M. Lewis, William L. B. Wheeler, Benjamin F. Lewis, and others, will be taken: A statement as to object of the said testimony is hereto attached.

Very Respectfully
(signature not legible)
Attorney for claimant

Washington D. C.
Nov. 4, 1872

OFFICE OF THE SECRETARY
OF THE
MIXED COMMISSION ON AMERICAN AND BRITISH CLAIMS
Under the Treaty of May 8th 1871

703 Fifteenth Street
Washington, D. C.
January 27, 1873

Hon Robert S. Hale,
Agent and Counsel for U. S.

SIR:

I am directed by H. B. M's Agent to inform you that the testimony in writing of various persons for claimant in the case of Thomas Pringle vs United States will be taken on the 25th day of November 1872, at 10 o'clock A. M. before Edmund F. Brown, at his office, No. 637 F. Street, Washington D. C.

Subject-Matter herewith enclosed

I am, sir, your obedient servant,

Thomas C. Cox,
Secretary

BEFORE THE MIXED COMMISSION

on

AMERICAN AND BRITISH CLAIMS

Thomas Pringle

vs

THE UNITED STATES

PROOF FOR CLAIMANT

Deposition of Benjamin F. Lewis

UNITED STATES OF AMERICA

District of Columbia, to wit:

Before me, Edmund F. Brown, a United States Commissioner for the District of Columbia, duly commissioned and qualified, at my office in the city of Washington, on this the 25th day of November, 1872, at 10 o'clock A. M. pursuant to a notice to that effect presented to me, personally appearing the following named witnesses, who, after being first duly sworn according to law, do depose and say, in the presence of A. S. Worthington, Esq. attorney-at-law, representing the United States, and T. D. Hodgkin, Esq., as counsel for the claimant, as follows:

Benjamin F. Lewis, being duly sworn, doth depose and say as follows, in answer to interrogatories by T. D. Hodgkin, Esq., of counsel for claimant:

1st interrogatory. What is your name, age, residence, and occupation?

Answer. My name is Benjamin F. Lewis; my age is fifty-seven years; my residence, Prince William County, Virginia; my occupation, a farmer.

2nd int. Are you acquainted with Mr. Thomas Pringle, the claimant in this case? If yea, how long have you known him?

Ans. I am acquainted with him, and have known him about twenty years.

3rd int. How far was your residence from Mr. Pringle's, in 1861 and 1862?

Ans. Near three miles.

4th int. What was Mr. Pringle's occupation during the years 1861 and 1862?

Ans. A farmer

5th int. Have you any knowledge that Mr. Pringle was ever appointed or acted as sutler to the Confederate Army? [Objected to by A. S. Worthington, Esq., counsel for the United States, because what the witness does not know is not evidence]

Ans. None

6th int. Did Mr. Pringle sell sutler's stores to the Confederate Army? [Objected to as slightly leading.]

Ans. What constitutes sutler stores? He kept store at his house, and sold to soldiers and all. I have bought their myself.

7th int. Were or were not, the goods kept in Mr. Pringle's store, such articles as are usually to be found in a country store [Objected to as leading.]

Ans. They were.

8th int. What was the character of those goods?

Ans. A general assortment of groceries, and dry goods too, as well as my memory serves me.

9th int. Did Mr. Pringle sell goods to the Federal troops? [Objected to as leading]

Ans. Provisions, If that may be called goods.

10th int. Did or did not, Mr. Pringle sell supplies to the Confederate Army as a sutler? [Objected to as leading]

Ans. He did not to my knowledge.

11th int. Had you an opportunity of knowing the fact that Mr. Pringle was not a sutler? [Objected to as leading]

Ans. I had, I saw him nearly every day, and never heard of his being a sutler.

12th int. How was Mr. Pringle regarded in the community in which he lived, as to his neutrality as a British subject? [Objected to, as calling for evidence not competent in rebuttal]

Ans. He was regarded as a neutral, and so far as I know, acted as such.

13th int. Do you know that his neutrality continued during the whole war? [Objected to as leading.]

Ans. I do, having every opportunity of knowing.

Cross-examination by A. S. Worthington, Esq.:

1st cross-int. How long have you lived in Virginia?

Ans. Fifty-Seven years.

2nd cross-int. What were your sentiments during the war? [Objected to as irrelevant.]

Ans. Southern to the core.

3rd cross-int. Did you often talk with the claimant on the subject of the war?

Ans. I did.

4th cross-int. What seemed to be his opinion?

Ans. His sympathies were with the South.

5th cross-int. Were his convictions on that subject as strong as your own? [Objected to, for the reason that the witness is not competent to form an opinion.]

Ans. They were not.

6th cross-int. How often were you in his store in 1861 and 1862?

Ans. I don't know how often, I suppose twenty times; I was there almost every day.

7th cross-int. Why did you go there so often?

Ans. For pleasure and trade, I suppose. It was the nearest store to my lands, and the neighbors around there met their in evenings. His store was composed of a single room with a loft. I never was in the loft, and do not know what was kept there.

8th cross-int. Were you in the vicinity in March 1862 when the 8th Illinois Regiment took some articles from the claimant's place?

Ans. Yes; I did not see what they took; I did not go down to the store that day. Mr. Pringle told me what was taken, when I saw him a few days afterwards. There was always fire-arms about the store; soldiers had them there. I know nothing of his having any blankets. His dwelling house was about a hundred yards from his store; his house had five or six rooms. I was in the habit of going through his house in 1861 – 1862, frequently. There was a cellar and two stories to the house; I don't know whether there was a garret. Confederate officers frequently stopped at his house; Federal too.

9th cross-int. In 1861 and 1862, were there any encampments of Confederate troops near Mr. Pringle's store; if so, how many troops were so encamped, and how long did they stay?

Ans. There were troops encamped there. There was a brigade encamped on his land, had their winter quarters there, and staid during the winter. The nearest regiment was between 200 and 300 yards from his store. The next nearest store was at Manassas, about 3 ½ miles off.

10th cross-int. What rent was paid Mr. Pringle for the use of that land by that brigade.

Ans. None, to my knowledge. I feel pretty certain he got none. I never heard him object to the brigade being there. It would have been no use; I know that from experience. I never saw any uniforms about the store except what the soldiers wore. After the first battle of Bull Run, the Southern Army occupied Mr. Pringle's house as a hospital, for a short time. Mr. Pringle's father and brother were living with him at that time. I do not know of Mr. Pringle's making any objection to the use of his house as a hospital. He need not, If he had, He and his father and brother continued to live in the house while it was used as a hospital. I was down at the house every day or two while it was used as a hospital. Neither his father or

brother did any business; I never saw them doing anything. They continued their farming operations during the war so far as they could.

11th cross-int. How do you know that Mr. Pringle sympathized with the South during the war?

Ans. From his conversation only. He sympathized very materially with them. I never talked with him in regard to the war, in his store, nor in the company of soldiers. I voted for secession. I was a Union man before the State seceded. Mr. Pringle did not vote at all on any subject, I am very sure. He always professed to be a subject of Queen Victoria.

Re-Examination by Mr. Hodgkin

14th int. Did Mr. Pringle's sympathies with the South ever lead him into any act in violation of his neutrality as a British subject?

Ans. Never, to my knowledge.

15th int. Did, or did not, Mr. Pringle sell the goods in his store to Federal soldiers when they were camped near his premises?

Ans. I don't know

16th int. Did, or did not Mr. Pringle furnish supplies to the Federal Army?

Ans. He did. I have no interest in this claim.

B. F. Lewis

Sworn to and subscribed before me, this 23rd day of November, 1872

(Seal) Edm. F. Brown
U. S. Commissioner

Deposition of Francis M. Lewis

Francis M. Lewis being duly sworn doth depose and say as follows, in answer to interrogatories by Mr. Hodgkin, of counsel for the claimant:

1st int. What is your name, age, residence, and occupation?

Ans. My name is Francis M. Lewis; my age fifty-two years; my residence Prince William County, Virginia; my occupation a farmer.

2nd int. How long have you known Mr. Pringle, the claimant?

Ans. About twenty years.

3rd int. How far were your residences apart?

Ans. About half a mile.

4th int. Did you see him frequently during the war?

Ans. Yes sir.

5th int. Was he even connected with the Confederate Army, as a sutler? [Objected to as leading.]
Ans. Not to my knowledge.

6th int. Were there or were there not, regular sutlers with all the regiments of the Confederate Soldiers encamped on or adjacent to Mr. Pringle's premises?
Ans. Yes, Sir; there were

7th int. How was Mr. Pringle regarded in the community? Was he or was he not, regarded as neutral? [Objected to as not competent evidence in rebuttal]
Ans. He was regarded as neutral.

Cross- Examination by Mr. Worthington

1st cross-int. Which side were you on during the war?

Ans. I was with the South. I remained on my farm during the whole war. I saw Mr. Pringle every day or two, and was often in his store. While the Southern soldiers were round there, he sold groceries and dry goods. I don't know whether he kept gunpowder and pistols; I never saw any there. I don't know what he kept in the loft of his store. Mr. Pringle sympathized with the South. I only know it from some of his general conversations; I can't say that he told me so. I don't know that he expressed any satisfaction or regret at the result of the battle of Bull Run.

General Smith of the southern Army had his headquarters at Mr. Pringle's house, a short time in the winter of 1861 – 1862. I don't know whether he was there for the winter, or for a month, or a week.

Re-Examination by Mr. Hodgkin

8th int. When the Confederate general occupied Mr. Pringle's house, were there not a number of uniforms and arms, belonging to the Confederate Army, on the premises?

Ans. I don't know that there were any except what the soldiers wore.

9th int. Could Mr. Pringle have prevented the storing of uniforms and arms on his premises, if he desired it?

Ans. He could not.

10th int. Did Mr. Pringle not sell produce to the Federal Army?

Ans. I never knew him to sell any.

11th int. Did Mr. Pringle's sympathies with the South ever lead him into any act violate of strict neutrality, as a British subject? [Objected to as leading, and because the question calls for evidence incompetent in rebuttal, and further, because it does not appear that the witness is competent to decide what will, and what will not constitute a violation, by a neutral, of his neutrality.]

Ans. Not to my knowledge. I have no interest in this claim.

Sworn to and subscribed before me, this 25th day of November, 1872

[Seal]

Ed'm. F. Brown
Commissioner

United States of America
District of Columbia, to wit:

I Edmund F. Brown, a United States Commissioner for the District of Columbia, duly commissioned and sworn, do hereby certify that the foregoing depositions of Benjamin F. Lewis and Francis M. Lewis, witnesses on behalf of the claimant in a certain case now pending before the Honorable the Mixed Commission on British and American Claims, Wherein Thomas Pringle is plaintiff and the United States are defendants, were taken by me at the time and place in the caption hereof named, and in the presence of T. D. Hodgkin, Esq., as counsel representing the United States; that the examination, responses, and statements of the said deponents were reduced to writing by me, and by the said deponents were sworn to and subscribed before me at the time and place aforesaid.

In testimony whereof, I Edmund F. Brown, United States commissioner aforesaid, do hereunto set my hand and affix my official seal, at the city of Washington aforesaid, this twenty-fifth day of November, A. D. 1872.

[Seal] Edm. F. Brown
United States Commissioner for the District of Columbia

BEFORE THE MIXED COMMISSION
on
AMERICAN AND BRITISH CLAIMS

Thomas Pringle
vs
United States

PROOF FOR DEFENCE

I, H. T. Crosby, do hereby certify that the forgoing are true transcripts from the records of this Department.

H. T. Crosby, Chief Clerk

War Department, October 17, 1872

I, William W. Belknap, Secretary of War, do hereby certify that H. T. Crosby is and was at the time of signing the foregoing certificate, chief clerk of this department, and to his signature as such, full faith is and ought to be given.

Wm. W. Belknap
Secretary of War

War Department, October 17, 1872

Washington, D. C., January 14th, 1865

Items of personal property taken from and destroyed on the premises of Thomas Pringle, at Ben Lomond, Prince William County, Va., by the United States Troops, under the command of Major Clendenin, of the 8th Illinois Regiment, Captain Alexander, of the 1st Michigan Cavalry, and others, Viz:

On March 18, 1862	To one load of corn, 40 bushels, at 80 cents	\$32.00
	65 pieces of hams, sides, and shoulders taken from the smoke house, in weight about 1,300 lbs. at 40 cents	\$182.00
	10 pieces of beef and tongues, 70 lbs. at 30 cents	\$7.00

	About 400 lbs. of pressed manufactured tobacco, at 30 cents	\$120.00
	Two boxes of candles, 80 lbs., at 40 cents	\$11.20
	200 lbs. of lard, at 14 cents	\$28.00
	Tea, coffee, and sugar (about)	\$5.00
	Preserves, tin pans, wine, (3 gallon)	\$10.00
	Four sporting guns (best) by the major G.	\$205.00
April 11, 1862	100 bushels of corn and 700 lbs of bacon taken by Col. Gamble of the 8 th Illinois Regiment, and receipted for and vouchers kept.	\$178.00
April 13, 1862	To household furniture broken up by General McCall's Penn. Reserves Corps, viz: Sopha \$35, bureau \$35	\$70.00
	Mahogany table \$25, marble washstand \$25	\$50.00
	2 washstands \$10, stove \$25 2 bedsteads \$10, 8 chairs \$8	\$53.00
April 13, 1862	Three trunks at \$10 each	\$30.00
August 28, 1862	One 4 wheel wagon	\$60.00
April 25, 1862	2 horses \$200; saddle and 2 bridles \$20 taken by Capt. Alexander, 1 st Michigan Cav.	\$200.00
	Total	\$1,261.20

Thomas Pringle, A British Subject
Address: James Crutchett, Washington, D. C.

First endorsement: Referred to Maj. General Augur for investigation, and report as to the facts.
By order of the Secretary of War:

C. A. Dana
Assistant Secretary of War
War Dept., January 14, 1865

Second Endorsement
HEADQUARTERS DEP. OF WASHINGTON
22d ARMY CORPS, January 18, 1865

Respectfully referred to Col. Wm. Gamble, comd'g 1st separate brigade, Fairfax C. H., for investigation and report the facts as far as they come within his knowledge or jurisdiction.

By command of Maj. General Augur:

J. H. Taylor
Chief of Staff, A. A. G.

Third Endorsement
HEADQUARTERS DEP. OF WASHINGTON
FAIRFAX C. H., Va., January 20, 1865

Respectfully referred to Lieut. Col. Clendenin, comd'g 8th Illinois Cavalry, for a report and investigation of all the facts as far as practicable, in regard to the within matters. To be returned.

W. Gamble,
Col. Comd'g Brigade

Fourth Endorsement
HEADQUARTERS DEP. OF WASHINGTON
22d ARMY CORPS, January 24, 1865

Respectfully returned to Mr. Dana, Assistant Secretary of War. Attention is invited to enclosed report from Lieut. Col. Clendenin.

C. C. Augur
Major General Commanding

HEADQUARTERS 8th ILLINOIS CAV.
FAIRFAX C. H., Va., January 21, 1865

To Col. William Gamble
Com'd'g 1st S. Brigade, Dept. of Washington

COLONEL: I have the honor to report upon the enclosed communication that I was stationed at Manassas with a battalion of cavalry from about the 15th until about the 22nd of March, 1862, and was attached to the division commanded by General Richardson.

In obedience to orders from the general I went to the premises occupied by Mr. Pringle and searched for rebel property reported to be in his possession, and for forage for the command, stationed at Manassas. The search was conducted under the supervision of a staff officer, Lieut. Miles, who has since been brevetted major general in the army of the Potomac, I am informed.

One wagon-load of pork, one of corn, one of rebel uniforms, underclothing, and blankets new and part worn, several United States muskets, Harper's ferry rifles, double-barreled shot guns and sporting rifles, and a quantity of tobacco were taken and turned over at General Richardson's headquarters. The pork was sent from division headquarters to the commissary of General Howard's brigade and to the best of my recollection was subsequently returned to Mr. Pringle by orders of General Howard. A portion of the

same meat was taken by the 8th Regiment Illinois Cavalry about the 11th of April, 1862. I have no knowledge of the other property mentioned by Mr. Pringle in the bill of items.

Mr. Pringle, I was informed at the time, had been engaged in the sutlery business for the rebel army during the winter of 1861 and 1862, and in furnishing supplies. This at least was the opinion of General Richardson as expressed to me.

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

D. R. Clendenin,
Lt. Col. Com'd'g Regt.

HEADQUARTERS 1ST SEP. BRIG.
FAIRFAX C.H., Va., January 22d 1865

Respectfully returned to department headquarters, reference being had to enclosed report of Lieutenant Colonel Clendenin, who was present and familiar with all the facts connected with this matter, so far as the 8th Illinois Cavalry is concerned.

On the 10th April, 1862, at Warrenton Junction, I was ordered to march the 8th Illinois Cavalry to Alexandria. I started next morning, all the streams being flooded. I had to proceed by the way of New Baltimore, and down the Warrenton Pike, reaching Pringle's house at dark, and put the regiment into camp. During the previous three days the regiment had no rations or forage, except what was procured from the country. I ordered the proper officers to obtain what corn and meat Pringle could spare, giving receipts for the same. To the best of my recollection the quantity stated, viz: 100 bushels of corn, and 700 lbs. of meat, is correct. The officers who obtained it are out of service.

I respectfully call attention to the fact that this man Pringle, like nearly all "British subjects" in the rebel states, was a sutler and purveyor of supplies, aiding and assisting the rebel army at Manassas by every means in his power, in the modern "neutral" manner.

W. Gamble
Colonel Commanding Brigade

WAR DEPARTMENT
WASHINGTON CITY, Jan. 25, 1865

To Mr. Thomas Pringle
Case of Mr. James Crutchett
Washington, D. C.

SIR: It is represented to the Department, upon an examination of your claim for property seized by the United States troops on your farm in Virginia, that you have forfeited your claim to compensation by your complicity with the rebels. It is further reported that you were engaged as a sutler or purveyor to the rebel army at Manassas. In view of these facts, your claim cannot receive consideration.

Your obedient servant

C. A. Dana
Assistant Secretary of War

Before the Mixed Commission
On American and British Claims

Thomas Pringle
vs
The U. S.

Argument for the U. S. and final submission

The claim is for \$1,261.20, itemized at p.3 of the memorial and to be classified as follows:

- | | |
|--|-----------------|
| 1. Corn, hams, tobacco &c. taken by the 8 th Illinois (a line through the word Infantry) and 1 st Michigan Cavalry 18 March 1862 | \$600.00 |
| 2. Corn and bacon taken by the 8 th Illinois 11 Apr 1862 | \$178.00 |
| 3. Household furniture broken up "by General McCall's Pennsylvania Reserve Corps." 13 April 1862. | \$203.00 |
| 4. A four wheel wagon taken 28 August 1862 | \$60.00 |
| 5. Two horses, saddle and two bridles taken by Capt. Alexander's 1 st Mich. Cavalry 25 April 1863 | <u>\$220.00</u> |
| | \$1261.20 |

The claimant took no proof in chief of notice, but relied on the very vague and indefinite affidavits filed with his memorial, and on the voucher filed for the second item.

(p.8)

The U. S. filed papers from the war office showing an investigation and reports as to items 1 and 2 only.

From those reports it appears that part at least of this property named in the first item was

taken by the U. S. forces in search for rebel property alleged to be in claimants possession, and with it were a wagon load of rebel uniforms, U. S. Army clothing and blankets, Harper's Ferry rifles, double barreled shot guns and operating rifles.

The possession of these rebel uniforms and blankets and arms in a private house, within the enemy's lines, certainly in the absence of all explanation identifies the claimant as an active belligerent against the U. S. and deprives him of all standing as a neutral.

His possession of such property might perhaps be accounted for consistently with his neutrality, but it calls on him for explanation and he fails to give it.

The claimant was present in person when his rebutting evidence was given, but declined to put himself on the stand and gave no explanation of his possession of this mass of rebel military supplies.

His witnesses both of whom were "Southern to the core," claim him to have been a neutral, but admit that his sympathies were with the south! Such certificates of neutrality are of little avail against the unexplained accumulation of war like material in his possession and his careful avoidance of putting himself upon the stand.

As to this first item too amounting to \$600.20, it will be noted that the part charged at \$182. Was as appeared by Col. Clendenin's report (proof for defence page 4) returned to the claimant by General Howard, and a part of the same was subsequently taken by the 8th Illinois on the 11th April, being the same identical bacon charged in item 2.

This return is not denied by claimant and he stands thereby convicted of rendering a false charge against the U. S.

The second item is proved as to amount by the voucher (page 8) The value is not proved and is probably somewhat exaggerated.

On the third item, furniture "broken up" by General McCall's Corps 13 April 1862, not one

word of proof is made as to the fact of destruction, circumstances of the source or value of the furniture.

It is certain that no such destruction was made by authority or for "army use."

No proof whatever is made of items 4 and 5.

It is very absurd to claim that the papers from the war office admit the liability of the U. S. for these last three items. No officer speaks of anything outside the first two items and on their report of the officers as to these two, the entire claim was rejected without further examination. This is a strange method of admitting liability for items not proved or inquired into.

The claimant's unsupported assertions in his memorial are entitled to no weight whatever. The fact that he refuses to offer himself for cross examination when personally present professing to take evidence "in rebuttal" sufficiently establish this and the assertion in his memorial that the "U.S. authorities" occupied his house as a hospital during portions of the war when his own witnesses know (page 5 of proof for claimant) that this occupation was by the Southern Army," knows his great liability to mistake as to the parties who appropriated the last three items named in his account.

In the first item, the corn, tobacco and shot guns are the only items established by Col. Clendenin's report and no proof is made of the value of them. The latter were certainly lawful objects of seizure in the enemy's country. The value is doubtless exaggerated.

Dated 30 Dec 1872

Robert Hale
Agent and Counsel
for the U. S.