36TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 183.

IN THE SENATE OF THE UNITED STATES.

APRIL 10, 1860.—Ordered to be printed.

Mr. SIMMONS made the following

REPORT.

[To accompany Bill S. 393.]

The Committee on Claims, to whom was referred the petition and papers of Jos. C. G. Kennedy, report:

That this claim is for indemnity for certain damages done to buildings while in the occupancy of the United States, under a lease from the claimant, and for arrears of rent alleged to be due under said lease.

This case was carefully considered by the Committee on Claims in the Thirty-fifth Congress, who reported a bill for the amount of damages which had been incurred by the property while in the use of the government. From the report then made the following facts appear:

By agreement between the proprietor and the Secretary of the Interior, the rent was fixed by John W. Maury, late mayor of Washington, and W. A. Bradley, Esq., late postmaster, at $1,750 per annum. The testimony of several witnesses is adduced to show the condition of the building when it was surrendered by the government. Mr. J. S. Hollingshead, for some time chief clerk of the Census Office, deposes that, "In all alterations and fixtures for the accommodation of the immense quantity of matter in the shape of returns, &c., the preservation of the property was not considered, but the walls were perforated with nails for shelving, &c.; the paper, of the most costly character, destroyed; and this once beautiful house (for the interior was very finely finished) was left, so far as the interior was concerned, a perfect wreck." He further says that he does not believe "that less than $2,000 would place the building in as good condition as when the government took possession of it."

John W. Forney, late clerk of the House of Representatives, deposes "that he became the proprietor of the buildings on 8th street, Washington, previously occupied by the Census Office; that the same were, when taken by him, in an untenantable and damaged condition, the walls being much cracked, the papering destroyed, and the woodwork much injured, the whole requiring thorough renovation; that to render the premises tenantable and place them in a condition such as he deemed necessary for the comfort of his family, he expended over $3,000."

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Mr. Edmondson, a practical builder, states that it could not have been restored to the condition it was in before the occupancy for less than $2,000; and Mr. Wood states it at $1,800, or more, and thinks a rent of two months should be allowed to cover the time of repairs.

The lease was one running from year to year, and the notice of intention to surrender the property was given nearly three and one half months previous to the day of surrendering the property, until which time it was occupied by the government. The contract between the government and the proprietor, as stated in the letter of the Hon. A. H. H. Stuart, Secretary of the Interior, to the Hon. H. A. Edmondson, stipulates, amongst other things, "that for any injury done to the house, beyond the ordinary wear and tear, compensation shall be made, by restoring it to the condition in which it was at the commencement of the lease."

From all the testimony in the case, the committee are of opinion that the sum of two thousand dollars ought to be allowed, and they report a bill accordingly.