

in the Fourth Auditor's office, fully contradict first specification to second charge.

Passing to second charge, and the first and second specifications thereto, the facts of the case must speak for themselves. On the 14th day of December, 1814, aiding in the defence of New Orleans, I received a musket-ball, which, passing through the joint of my left shoulder, destroyed the articulation; and from that hour to this, I have been unable to dress or undress myself without assistance; consequently, I have been compelled to keep constantly in my service, and about me, a body-servant acquainted with my wants and necessities: that person has always, until less than one year, been my own slave. Since the close of the war with England, I have performed four long cruises on foreign service; and on each and every such cruise, I had *special* permission from the Navy Department to take my slave for the purpose aforesaid, who, like other servants, has in every instance, even when I was a lieutenant in the Mediterranean squadron in 1816-'17, and '18, been borne on the ship's books, and I, as his master, received so much of his wages as was not necessary for his personal comfort and reasonable enjoyment. On my recent cruise, Griffin Dobson, my slave, who attended me on a former cruise to the Pacific in 1842-'43, and '44, accompanied me by permission of the Hon. J. Y. Mason. Early in July, 1848, while the "Ohio" was at the port of Guaymas, in Mexico, Griffin, to my great surprise, asked me one day if I would allow him to buy himself, if he could raise sufficient funds. In answer to my astonished inquiry as to what had put such a notion into his head, (for this was before we had received any intimation of the discovery of gold in California,) he replied that the men on board the "Ohio," both white and colored, would not let him have any peace, and that they had offered to raise, by subscription, a sufficient fund to buy himself, if I would agree to it. Griffin being a faithful servant, and seeing how unpleasantly he was situated, I consented to the proposition; but with the express stipulation that the sale would be of no effect until we both returned to Virginia. Purser Forrest, of the "Ohio," was made the depositary of both the free papers and the amount subscribed, which was about \$400. I had often refused \$1,000 for Griffin, and could have obtained that sum for him in October, 1847—the month I left home. Thus this affair stood till May, 1849, when I yielded to Griffin's earnest solicitations to allow him to anticipate the time fixed for his discharge from my service, so as to avail himself of the high wages of California to raise money enough to buy his wife and several children, still slaves in this State. This transaction, which was so gratifying to Griffin, and, as I have reason to believe, was at the time considered by all the squadron as both liberal and praiseworthy, I little supposed could ever be distorted into an offence against the rules and discipline of the navy, especially as Captains Taylor and Stribling, and many other officers of the "Ohio," were contributors to the subscription.

As regards the first and second specifications to fourth charge, the record of the court, to which they allude, having been by me transmitted to the Navy Department, with Passed Midshipman John Posey Hall's *sentence of dismissal from the navy*, and not having seen the joint