40TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT, No. 11.

JOHN E. REESIDE.

[To accompany H. Res. No. 418.]

JANUARY 25, 1869.—Ordered to be printed and referred to the Committee on Military Affairs.

Mr. GARFIELD, on leave, submitted the following

REPORT.

The Committee on Military Affairs, to whom was referred the memorial of John E. Reeside, having had the same under consideration, respectfully beg leave to report:

That John E. Reeside, of Maryland, entered into contract in April, 1867, with Lieutenant Colonel Alexander Bliss, acting quartermaster, to transport freight or army stores on route No. 2 from Fort Riley, Kansas, to posts west, at the rate of $1 28 per 100 pounds for 100 miles, for summer freights, and at $2 34 for winter freights, which contract was faithfully carried out until July, 1867, when the roads became impassable in consequence of the heavy rains, which deluged the whole section of country through which the route passed, carrying away bridges, so that for weeks teams could not move.

In addition to this difficulty it appears that the Indian hostilities presented another of no inconsiderable magnitude, which, with a combination of other circumstances over which the contractor had no control, as is substantiated by the testimony submitted, rendered it a matter of impossibility for service under the contract to be performed, and it was relinquished, without any compensation for what had been performed, for the allowance of which the contractor has petitioned Congress.

The quartermaster in charge at Fort Riley at the time wrote to the chief of the department, under date of September 16, 1867, as follows:

> As to the causes of J. E. Reeside's failure to transport the freight, in accordance with the terms of his contract, it must be admitted that the heavy rains flooded the country during the months of April and May to such an extent as to make it impossible to move wagon trains west of Riley, with some exceptions of a few days. That Mr. Reeside endeavored, by all proper and available means, to fill his contract, I fully believe.

Other testimony, concurrent with this, fully confirms the statement of the petitioner, and under the circumstances, as nothing is asked but payment, at contract price, for service performed, and mostly performed under circumstances of great difficulty, the committee report the accompanying joint resolution for the relief of John E. Reeside and his subcontractors, and recommend its passage.