

JAMES B. WOOD.

[To accompany bill H. R. No. 717.]

JANUARY 16, 1857.

Mr. SAPP, from the Committee on Military Affairs, made the following

REPORT.

The Committee on Military Affairs, to whom was referred the memorial of James B. Wood, respectfully report:

The memorialist claims payment for fifty oxen and seven mules, under the following circumstances:

It appears from the testimony that Captain A. W. Reynolds, acting assistant quartermaster in the United States army at Santa Fé, New Mexico, in July, 1850, made a contract with the petitioner to deliver fifty head of oxen at the military depot at Manzana, about seventy or eighty miles below Santa Fé, in said Territory, for which he was to pay him \$50 each.

At this time the Indians were very hostile on the route between these places, and the undertaking was a hazardous one, so much so that the quartermaster could not find any one but the petitioner who would agree to deliver oxen at the above depot.

In view of the hazard, it is established by the testimony of Samuel Hays, Charles N. Sims, James Nesbit, and A. Hinsellwood, that the said quartermaster made an express agreement with the petitioner, to induce him to incur it, that he would pay him for all losses, both of oxen and mules, should he sustain any by reason of the hostile Indians on the route to Manzana.

It appears the petitioner left Santa Fé with twenty oxen and five men, mounted on mules, with one pack mule, and went as far as Gallisteo on the way, where he got thirty more oxen, and then proceeded on to deliver the fifty. One of the witnesses, Samuel Hays, accompanied him; and when the party had arrived within a very few miles of Manzana a body of hostile Indians suddenly sprung upon them, dispersing the oxen and mules, and wounding the petitioner in the leg with an arrow. He and his party got into Manzana, but with the loss of everything.

Some days afterwards the petitioner returned to Santa Fé, and demanded pay for his oxen and mules from Captain Reynolds, who refused it, alleging that he had been superseded in office, and was thus prevented from paying him.

It appears from the certificate of Dr. Edwards, the surgeon in the United States army on duty at the time, that the wound received is an incurable one, and incapacitates the petitioner one-third from obtaining his subsistence by manual labor.

By letters from the Third Auditor it is established that the above prices were paid at the time for mules and oxen by that department.

The committee see no reason why the removal of Major A. W. Reynolds from that post should invalidate the contract made with the memorialist. The necessities of the service required the running of some risk to get the oxen and mules at Manzana. It was within the discretion of Reynolds in such an exigency to make the terms that he did with the memorialist. The committee therefore report a bill for his relief.