

WILLIAM M. F. MAGRAW.

[To accompany bill H. R. No. 186.]

MARCH 20, 1856.

MR. WALKER, from the Committee on the Post Office and Post Roads,
made the following

REPORT.

The Committee on the Post Office and Post Roads, to whom was referred the memorial of Wm. M. F. Magraw, having had the same under consideration, make the following report:

The memorialist is the contractor for carrying the mail on route No. 8911, from Independence, Mo., to Salt Lake, Utah. The service was commenced in July, 1854, and the contract price was \$14,440 per annum. This rate of compensation was fixed when the Indians living on the route were at peace, and when there was no reason to apprehend that disturbances would arise.

Soon after the commencement of the service the Indians became hostile, rendering it difficult and dangerous to transport the mails, and greatly increasing the expenditures necessary for that purpose. The Postmaster General could afford no relief from the unexpected hardships of the contract. Application was, therefore, made to Congress in December, 1854, and, by a clause in the Post Office appropriation bill of that session, the compensation for the service on this mail-route was raised to \$36,000 for one year, from August 18, 1854, with the proviso that the Postmaster General (the memorialist consenting) should have power to annul the contract.

During the year for which provision was thus made, the Indian difficulties continued to increase, insomuch that, on the 18th of September, 1855, General Harney ordered all the trading-posts to be withdrawn from the Indian country. Most of them had been previously abandoned, and the change was necessarily disastrous to the mail contractor.

In consequence of the state of facts which produced this order, and in advance of the expiration of the year for which the appropriation of \$36,000 was made, the memorialist urged the Postmaster General to act upon the proviso contained in the law, and to release him from the further performance of the contract. The department, deeming the service of great importance to the country, declined to rescind the contract, but insisted upon holding the memorialist to perform it, notwithstanding the hardships and ruinous losses consequent upon the

failure of the government to suppress the Indian disturbances, leaving him to seek relief in Congress, where alone, according to the views of the department, it could be afforded.

Since the 18th day of August last, the memorialist has continued to carry the mails at a cost, as he alleges, much greater than that of the preceding year. In his former application to Congress he had submitted an estimate, showing the actual cost of the service to be not less than \$41,800, without any allowance for pay of agents, or for his own personal services, and for the use of his capital. This estimate was reduced to \$36,000, as already stated; that being the whole compensation allowed for the year ending the 18th August last.

The committee have very carefully examined the papers and proofs, on file in the Senate, upon which the increased compensation was allowed by the last Congress. They are well satisfied that the statements of the memorialist, as to the increased cost of performing the mail service, during the existence of Indian hostilities, are fully sustained by the testimony of witnesses who had every opportunity to know the facts, as well as by the general information of the committee as to the condition of the country and its necessary influence upon the performance of such a contract. For a clear and explicit account of the service as it has been affected by the Indian war, the committee beg leave to refer to the memorial of date the 30th November, 1855, addressed by the contractor to the Hon. James Campbell, Postmaster General, which is hereto appended and made part of this report.

Upon the facts stated in this memorial, supported as they are by the testimony referred to, the committee do not entertain a doubt that the relief granted by the last Congress was demanded by the circumstances of the case, and was in every respect just and proper. Nor is it less certain that the difficulties and expenses of the service have rather increased than diminished, since the time when that appropriation was made. It has been since that time that General Harney's order was issued for the withdrawal of the trading-posts, and that heavy depredations have been committed by the Indians upon the mail trains, involving serious losses to the memorialist.

Under these circumstances, the committee deem it just to the contractor, at least, to continue the rate of compensation allowed by the last Congress, down to the 18th August next. Although a larger allowance is claimed, and although it is admitted that the difficulties have been recently much greater than during the first year of the contract, the committee do not feel at liberty to go beyond the precedent established, and to fix the compensation higher than \$36,000. But, in view of the uncertainty attending the mail service on this route, and the wholly altered circumstances under which it must now be performed, the committee are of opinion that justice to both parties requires that the contract be annulled, and the contractor released from the further performance of it from and after the 18th of August, 1856.

The committee have also considered the claim presented by the memorialist for the value of the property taken and stolen by the Indians while the same was actually being used in the transportation of the

mails. The proof of the loss is ample and conclusive ; nor is there any doubt in the Indian Bureau that the demand upon this ground is just, although the Commissioner has not the authority to allow and pay it. The loss is well established to the extent of \$17,750, and this amount of indemnity the committee consider the memorialist entitled to receive from the treasury.

Accordingly, the committee report a bill fixing the compensation of the memorialist for carrying the mail for one year from the 18th of August last, at the sum of \$36,000, and releasing him from the further performance of his contract after the expiration of that time ; also directing the Postmaster General to advertise for a new contract to carry the mails on the said route for four years from the 18th August next, and authorizing the payment out of the treasury of the said sum of \$17,750, the amount of losses by Indian depredations as aforesaid.

All of which is respectfully submitted.

INDEPENDENCE, Mo., *October 4, 1855.*

SIR : In view of the fact that the appropriation of Congress of last winter in my favor expired on the 18th day of August, and in view of the fact that the same circumstances still exist which induced the appropriation, and that you have declined to avail yourself of my proposition under the law of Congress enacted for that purpose, to release me from the further action under my contract for carrying the mails from Independence, Mo., to Salt Lake, Utah, I deem it due to your department to make the following suggestions :

First. Under my obligations to carry out said contract, it has become necessary for me to procure, at great expense, large additional means of conveyance for the mails and other equipments for the prosecution of said contract, during the coming winter ; all which I have already done.

Second. That, owing to the tardy movements of the government escorts from the different stations on route No. 8911, from and to the points above named, during the whole of last year, I was obliged to keep four sets of hands and teams upon the road at once, when, under ordinary circumstances, two sets of these would have been amply sufficient for that service ; and of these last facts I was not aware at the time I made the estimate of the actual expense of carrying said mails, which estimate was the basis of the appropriation so made in my favor by Congress.

Third. That, since the expiration of the appropriation so made in my favor by Congress, I am, without any fault on my part, losing from twenty-five hundred to three thousand dollars per month, by the terms of my original contract for carrying said mails upon the route aforesaid, and that this loss arises solely from circumstances that were not only unforeseen, but did not exist at the time of making said original contract with your department.

In view of these facts, it is utterly impossible for me to carry out

said contract without further aid from the Congress of the United States.

Being informed that it is the province and prerogative of your department to inquire into circumstances like those above set forth, and to report thereon to the Congress of the United States, I respectfully request that you send out some intelligent agent attached to your department, who shall fully investigate the facts and circumstances connected with the service by me rendered and to be rendered under said contract, and that, being informed through this medium, you make such representations to Congress that the grievance herein complained of may be appropriately redressed; and I hereby pledge myself to give such agent, when sent, and upon his demand, all and every facility for eliciting the facts in relation to this service.

Hoping that the above, to me very important, matter may command your early and kind attention, I am, respectfully, your obedient servant,

WILLIAM M. F. MAGRAW,
Mail Contractor, Route No. 8911.

Hon. JAMES CAMPBELL,
P. M. General United States.

WASHINGTON CITY, D. C.,
November 30, 1855.

The memorial of William M. F. Magraw, contractor for carrying the United States mail on route No. 8911, from Independence, in Missouri, to Salt Lake, Utah Territory, respectfully sheweth:

That, at the letting in March, 1854, your memorialist and John E. Reeside obtained the contract for carrying the mail on said route at the sum of \$14,440. At the time, under the circumstances, and in the condition of the country when the contract was taken, and having reference to the incidental advantages connected with it, the sum was fair and reasonable compensation; but the circumstances and condition of the country are so changed, that the execution of this contract has become ruinous to the memorialist, and to all the friends who, from personal kindness, are willing to sustain him.

He respectfully invites your attention to the following statement of the condition of things when the contract was taken, the changes which have occurred since, and the heavy charges that must be borne in the execution of the contract.

The route No. 8911, from Independence to Salt Lake, is twelve hundred and fifty miles long—perhaps the longest mail contract by land in the world. The greater part of the route is through the territory of wild Indians. On the eastern end of the route, Westport, twelve miles from Independence, is the last white settlement. Hence to Fort Leavenworth, thirty-eight miles from Westport, the route is through the nations of Shawnee and Delaware Indians. From Fort Leaven-

worth to Salt Lake valley is twelve hundred miles through the nations of Sioux and other wild Indians. Beyond Fort Leavenworth, as far as Big Blue river, one hundred and forty miles, there are a few germs of settlements; beyond that, there are none.

The route along which the mail is to be carried is the route travelled by emigrants from the Atlantic States to the Territories of Utah, Oregon, and Washington, and the State of California; and this is the overland mail-route to California. Prior to this contract, the mail had been carried each direction in one small carriage; sometimes by one man, and not at any time by more than two.

Your memorialist and his partner supposed that the increased and increasing amount of mail matter, arising from the increased population of Utah and the States and Territories on the Pacific, would require, each trip, one large mail-wagon, drawn by four mules, and the service of two men to each wagon; and this force would always be sufficient to carry the mail. They were aware that the speed required would make it necessary to relieve the mules by relays, to be kept at proper stations. They, therefore, determined to establish in the first year twelve stations between Independence and Salt Lake. These stations were to be about one hundred miles apart—some more and some less, according to the requirements of the business. They commenced establishing these stations, and the necessary buildings were erected at several of them at a heavy cost.

It was designed, in the subsequent years of the contract, to establish an intermediate station in each hundred miles, until the distance between each station should be reduced as much as practicable. The necessity and advantages of these stations, in the execution of this contract, will appear from the following statement:

The number of mules estimated as necessary for the contract was four at each station, making about fifty; and eight or ten extra mules were to be kept to take the places of such as were disabled—making about sixty in all. It was necessary, during a portion of the year, to feed the working mules, through the whole route, with grain, to enable them to do the work. The grain had to be purchased at each end of the route, and transported to the intermediate stations. Grain purchased at Independence had to be carried to the various stations, as far west as Fort Laramie. Last year, your memorialist did transport the supplies to these stations with ox-teams, which was the cheapest mode of transportation, but which, in consequence of Indian hostilities, has become impracticable.

On the western end of the route, the grain used must be purchased at Salt Lake, and carried to the several stations as far as Devil's Gate.

Your memorialist and his partner believed that after the first year, the hands kept at each station to attend the relays of stock would raise grain, and cut and save hay, more than sufficient to support the stock; the surplus to be disposed of to travellers.

Secondly. At these stations the mules would rest two weeks after each trip, and be so recruited as to be able to perform their work on the return trip.

Thirdly. Disabled mules could there be taken care of and rendered fit for future service. The importance of this consideration is mani-

fest from the fact that every disabled mule left on the plains became the prey of wolves and Indians, and was lost to the contractor. A mule, failing on a route of one hundred miles, may be brought in and saved; but, on a long route, of several hundred miles, is lost. Loss of stock by casualties is a heavy item in the execution of this contract.

Fourthly. Great incidental advantages were expected from the establishment of these posts, of shops for shoeing mules, repairing wagons, harness, etc., and also by making these posts places for furnishing supplies to emigrants, and trading with the Indians. By these means many of the incidental expenses of the contract would be saved, and security against casualties in the loss of animals be obtained. At the same time great benefits would have accrued to the emigrant trains in having places to rest, attention to the weary and invalid, and an opportunity to procure necessities, and also to dispose of their disabled stock.

Fifthly. The posts of the traders scattered along this route gave incalculable advantages in securing disabled mules, and shoeing such as had become lame; also, in ferrying rivers.

Another source of direct profit, reasonably expected, was from passengers; the passage-money was \$200 each, and it was reasonable to suppose that the average number, each trip, would be at least four. To conduct this business, four wagons costing \$400 each were deemed sufficient. One conductor was allowed to each train at \$75 per month, making for the two trains \$150 per month. To each carriage was allowed one other hand at \$40 per month, making for the four carriages per month \$310. In this calculation it was intended that one wagon should be exclusively for passengers, and the other for the mails.

When this contract was entered into, the country was at peace with the Indians on the route, and your memorialist believed there was no danger of war with them. He, therefore, believed that with the prospective advantages mentioned, the contract could be executed with a profit; he certainly would not have taken it without the hope of having the benefit of these advantages.

On the 18th of August, 1854, Indian hostilities suddenly commenced by the murder of the party commanded by Lieutenant Grattan. This outbreak was wholly unexpected by the contractors and the mail party on the route. In proof of this, your memorialist states, that on the 16th of August, the mail train with three men in charge, under conduct of Jesse A. Jones, encamped and spent the night with the very band of Indians who, on the 18th, murdered Grattan and his party. The train left the Indian encampment on the morning of the 17th, without an intimation to any one of the men that the Indians meditated hostilities. With this commencement of hostilities the condition of the contract has entirely changed. The hope of profit from passengers is extinguished.

In November, one of the mail trains was surprised by the Indians, the men murdered, the mules stolen, and other property destroyed; after which John E. Reeside withdrew from the contract, and your memorialist has, since then, executed it. Three of the stations established, viz: one at Fort Laramie, one at Independence Rock, and

one at Ash Hollow, were broken up by the Indians. The other stations had to be abandoned, except one at Fort Kearney, one at Fort Bridger, and one at Big Blue river, and none can now be established. All hope of raising any portion of the supplies, except hay, at these stations on the route, is gone. Your memorialist cannot keep depots for his grain and other supplies on the greater part of the route, nor could he procure transportation to them, if he could establish them. Under these circumstances, your memorialist finds himself deprived of every incidental advantage expected from the contract, and he finds his actual expenses oppressively increased, besides being exposed to the most disastrous casualties.

On the eastern end of the route, the crossing of the Big Blue river, one hundred and ninety miles from Independence, is the most western station at which he can establish a depot for grain and other supplies. On the western end, Fort Bridger is the most eastern station, at which such a depot can be established. The distance between these stations is about nine hundred and forty-seven miles, through the country of the hostile Indians.

On this entire route there are only two places, Fort Kearny and Fort Laramie, where the trains can have temporary rest and protection, and even at these points the protection scarcely extends beyond the walls of the forts; and even here, his losses from Indian depredations have been heavy. Your memorialist can establish no depots for grain and supplies at these posts, because transportation by small parties is impracticable.

The traders have been withdrawn from this country by the orders of General Harney, and your memorialist is thus deprived of places at which mules may be shod or left to recruit. He does not complain of the orders of General Harney; he regards the difficulties to which he is subjected as the unavoidable consequences of the war. From Big Blue to Fort Bridger, nine hundred and forty-seven miles, he must pass the entire route exposed to constant ambushes and assaults from a starving, exasperated, fierce, and remorseless enemy, without the slightest hope of aid or sympathy, except at Forts Kearny and Laramie, and without any of the appliances or assistance found in a civilized country; and through this country he is required by his contract to transport a mail weighing on each outward trip an average of fifteen hundred pounds, and on the inward trips an average of three hundred pounds. He is bound to carry it in four mule coaches, and to carry it without endangering it. This contract it is impossible to perform without aid from the government. As he has already said, his mules must be grain-fed; as it is impossible to have transportation for the grain, or to establish depots between Big Blue river and Fort Bridger, all the grain to be used during each trip must be carried with the mail each way. To enable him to do this, he has been compelled to increase the service from four to six mule wagons, by adding two mules to each team, and to send additional force with each. The great increase in the length of the distances between the stations renders it necessary to increase the quantity of grain fed to each mule, in proportion to the increased strength and

power of endurance required in the animal. Grazing on such trips will not sustain the animals, even if it were practicable.

Your memorialist is not able to submit any accurate calculation of the cost of transporting grain to Big Blue river and Fort Bridger, and the cost along the route. When the contract was commenced, your memorialist and his partner put on the line fifty mules, and believed that ten more would enable them to perform the contract; service was successfully performed with that number until hostilities commenced. Your memorialist has been compelled to put on the line one hundred and sixty mules. Much other valuable property and sixty mules have been lost to him by Indian depredations, for which he is seeking redress through another branch of the government. He does not charge this loss against the Post Office Department, but he considers it right to mention it, to show some of the hazards to which he has been subjected. These hazards must be greatly increased in the future, and to them must be added the loss of mules from the increased severity of the labor, and the diminution of supplies of food to which they must be subjected. He has been compelled to increase the number of mules in each wagon from four to six, and in each train from six to thirty; they must take their subsistence with them, to enable them to travel and relieve each other. In view of all the difficulties, he firmly believes that the future execution of this contract will require at least two hundred and fifty mules on the line, and this number must be constantly recruited, to supply the places of those lost by the casualties of the service; and none but mules of the best quality will perform this service. For such mules he is compelled to pay from \$200 to \$250 each. Mules of inferior quality cannot make the long trips, and must be left on the road.

When the service commenced, it could be performed by one conductor to each train, and one hand to each wagon in the service, one wagon being kept exclusively for passengers. The conductor received \$75 per month, the hands \$40; making the monthly pay of two conductors and four hands, \$310. Now, your memorialist pays \$100 per month to conductors, and \$60 to his hands; and to start a mail on the first of each month, he is compelled to keep two extra sets of hands and outfits in his employment, as he is obliged to run in each train never less than two, oftener three, and sometimes four six-mule wagons for the transportation of the mail and subsistence of the animals and the men. This increased number of wagons and mules on the route compels him to employ a larger number of hands; and he now employs twenty, and at wages which may seem high to those who only bear in mind the prices paid in the civilized country. But when it is remembered that these men pass through bands of hostile savages, at the constant hazard of life, and are continually exposed to the rigors of the most severe climate, that they must be men of courage and experience, skilled in Indian warfare, acquainted with Indian habits and with the plains, accustomed to manage and tend animals upon them, and must also be men of character, it will be apparent that the price given is, perhaps, less than he must pay for the future.

The monthly wages which must be paid in executing the contract will amount to \$1,600. The entire sum paid by the department is

\$1,203½ per month. The subsistence of these men costs your memorialist one dollar per day, making \$24 per day, or \$730 per month. This amount is greater than when the contract was taken, as it is now unsafe to hunt. The amount of wages paid is \$19,200 per annum, and of subsistence \$8,760—making in these two items, \$27,960 per annum.

The contract contains a clause forbidding your memorialist to endanger the mail. The hostility of the Indians through whose country the mail is carried necessarily endangers it; but, to obviate this danger as far as possible, a military escort has been allowed on part of the road—from Fort Kearny west to Sweetwater river, and Fort Laramie to Fort Kearny going east. This escort, when with the mail, aids its security, but delays the transportation and adds to the expenses of the contractor. From the necessity of the case, the commander of the escort must control the entire travel of the party, its day's journey, encampment, and hours of travel; and in doing this, he must have regard to his duties as a military man, to the preservation of the horses and other public property under his charge. The usual number of miles travelled by the military escort is near thirty per day; the mail party should travel forty-one or forty-two miles; the delay of the escort delays the trains, increases the expense, and renders it impossible to get through in schedule time. The inconveniences, too, to which the mail party is often subjected by choosing the place of encampment for a military party, and the different hours and speed of travel suited to the two parties, increase the hardships on the *mail* animals and the number lost in the service.

In view of the ruinous effects upon the contractor produced by the change of circumstances under which the contract is to be executed, your memorialist has heretofore applied to be released from his contract; this request has been denied by the department, unless the contract could be transferred to some one able and willing to execute it on the same terms. This decision of the department was, no doubt, made from considerations of public duty, and your memorialist cannot, therefore, complain of it. It may be that the character and interest of the country forbid it to abandon the overland mail-route through its own territories to its Pacific State and Territories; but your memorialist is in no way responsible for the Indian hostilities, which did not exist, and were not anticipated, at the time the contract was made, and the disastrous consequences to the mail-route should not be visited on him. When he undertook this contract, the sum of \$14,440 per annum would, with the collateral advantages and with good management, have been a fair compensation. He has been deprived of all these advantages; and the sum of \$14,440 per annum is so disproportioned to the necessary expenditure, as to be a mockery rather than a just compensation. He is willing to use every honest endeavor, and encounter every hazard, in the execution of the contract; but he has arrived at that point when his means and the means of his friends and supporters are exhausted, and it is impossible to go on with the service much longer without the assurance of just and essential aid and support from the government. In consideration of these circumstances, he earnestly, but respectfully, asks

that you again take his case into consideration; that, if consistent with your views of public duty, you will release him from the performance of his contract, and allow him an adequate indemnity for his necessary outlays and losses, above the sum received on the contract.

If this cannot be done, he then respectfully asks that the contract be so modified that an express mail, only, may be carried at an adequate compensation, and without a clause forbidding the mail to be endangered. If neither of these things can be granted, then he asks that the compensation allowed for carrying the mail may be increased, so as to make an adequate compensation for the increased expenses and means required to carry it.

If, on consideration, you should think the present powers of the department do not permit you to give such relief, then he most respectfully asks that his case may be referred to Congress by you for such relief as will be just.

The extreme urgency of his affairs, and the interest of this branch of the public service, will, he hopes, be his excuse for earnestly, but respectfully, urging his case on the immediate consideration of the department, and soliciting a prompt action upon it.

With respect,

W. M. F. MAGRAW.

Hon. JAMES CAMPBELL,
Postmaster General.