

SAMUEL J. CRAWFORD.

JULY 14, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. PRATT, from the Committee on Claims, submitted the following

REPORT:

[To accompany bill H. R. 644.]

The Committee on Claims, to whom was referred the bill (H. R. 644) for the relief of Samuel J. Crawford, submit thereon the following report:

That on the 5th day of July, 1873, the claimant, Samuel J. Crawford, of Kansas, entered into a contract with the War Department to furnish and deliver to the quartermaster at Camp Supply, Indian Territory, six hundred and twenty-six (626) tons of good merchantable prairie hay, to be cut prior to September 1, 1873; that he would commence the delivery thereof on or before August 1, 1873; that he would deliver a sufficient quantity to keep said post fully supplied until he should complete the delivery of the whole of said hay, and that he would complete the delivery thereof prior to the 31st day of October, 1873.

It is also provided in said contract that said Crawford should be paid for said hay when delivered and accepted as follows, to wit:

- For the first two hundred tons, of two thousand pounds each, the sum of \$6.75 per ton.
- For the second two hundred tons, \$7.25 per ton.
- For the third two hundred tons, \$7.75 per ton.
- For the remaining twenty-six tons, \$8.25 per ton.

A copy of this contract is hereto attached, marked "A," and made a part of this report.

At the time said contract was made, July 5, 1873, the prospect for getting good hay in the vicinity of Camp Supply, Indian Territory, was good; but from the 1st of June, 1873, no rain fell in the vicinity of said camp until September 10, following, and in consequence of the length and severity of the drought the grass in the vicinity of Camp Supply was so dried up and destroyed that a sufficient amount suitable for hay could not be obtained to fill said contract.

The claimant was upon the ground at Camp Supply at the beginning of the haying season with a large force of men, teams, and machinery, and cut and delivered at Camp Supply all the hay he could obtain and that would be accepted, going at a great distance and being at a large expense to obtain it. He cut and delivered eighty and thirty-nine-fortieth tons, which were accepted, that being all he was able to obtain. The evidence clearly shows that Mr. Crawford made every exertion to perform his contract, but was absolutely prevented from so doing by the almost total failure of the grass-crop about Camp Supply, on account of the severe drought that prevailed in that region during that summer.

It is the opinion of the committee that Mr. Crawford ought to be paid

at the contract-price—\$6.75 per ton—for what hay he succeeded in delivering to the Government under these embarrassing circumstances and at great expense to himself, and accordingly recommend the passage of the accompanying bill.

EXHIBIT A.

This contract, made and entered into at Fort Leavenworth, Kansas, on this fifth day of July, in the year of our Lord one thousand eight hundred and seventy-three, by and between Brevet Major-General Stewart Van Vliet, assistant quartermaster-general, United States Army, chief quartermaster Department of the Missouri, for and on behalf of the United States of America, of the first part, and S. J. Crawford, of Emporia, Lyon County, State of Kansas, of the second part, witnesseth: That the said S. J. Crawford agrees to furnish and deliver to the quartermaster at Camp Supply, Indian Territory, six hundred and twenty-six (626) tons of good merchantable prairie hay, to be well and securely stacked at such place or places at Camp Supply, Indian Territory, as the quartermaster at that post may direct, and in such manner as to be impervious to heavy rains and snows; that any damage that may result to the aforesaid hay from improper stacking shall be made good to the Government by the said party of the second part; that he will cut the aforesaid hay prior to September 1, 1873; that he will commence the delivery of the aforesaid hay on or prior to August 1, 1873, and will deliver a sufficient quantity to keep the post fully supplied from time of first delivery until the contract is filled by him, and that he will deliver the entire quantity contracted for prior to October 31, 1873.

And the said party of the second part further agrees, that the said hay shall be subject to the inspection, acceptance, or rejection of the quartermaster at Camp Supply, Indian Territory, or such person or persons as he may designate; and further, that if the hay presented for delivery under this contract shall be of an inferior character to what is hereinbefore stipulated to be furnished by the said party of the second part, the said party of the second part shall thereupon forthwith furnish other hay of the proper character in place thereof, and that if default shall be made by the said party of the second part in the time of the delivery of the said hay or in any of the provisions of this contract, the said party of the first part shall have power to supply any deficiency that may exist by purchasing in open market, or in such manner as he may elect, and the said party of the second part shall be charged with the difference in cost.

And it is further hereby expressly stipulated and agreed by and between the parties to this contract, that if default shall be made as aforesaid, or in any other way, the said party of the first part shall have power to retain from the sum hereinafter stipulated to be paid to the said party of the second part such amount as may be necessary to indemnify the said party of the first part in the premises and against all and any defects and deficiencies in the execution of the terms of this contract by the second part.

The said party of the first part hereby agrees, for and on behalf of the United States of America, to pay or cause to be paid to the said party of the second part, in such funds as may be provided by the Government for that purpose, the sum of six dollars and seventy-five cents (\$6.75) for each and every ton of two thousand (2,000) pounds of hay delivered and accepted in accordance with the terms of this contract for the first two hundred (200) tons; seven dollars and twenty-five cents (\$7.25) per ton for the second two hundred (200) tons; seven dollars and seventy-five cents (\$7.75) per ton for the third two hundred (200) tons; and for the remaining twenty-six (26) tons, eight dollars and twenty-five cents (\$8.25) for each and every ton of two thousand (2,000) pounds of hay, delivered and accepted in accordance with the terms of this contract, as follows, to wit: As often as the quantity of hay delivered and unpaid for amounts to one hundred (100) tons or more, certified accounts therefor shall be issued by the quartermaster at Camp Supply, which shall be paid by the chief quartermaster, Department of the Missouri, as soon as he shall have funds for that purpose, except that certified accounts shall be issued for the first two hundred (200) tons of hay delivered and accepted under this contract, which accounts shall remain unpaid until all the hay herein contracted for shall have been delivered: *Provided, however,* That the said party of the first part shall have the power to retain any or all of the money to be paid as aforesaid until the completion of this contract, according to the true intent and meaning thereof.

It is further expressly covenanted and agreed, by and between the parties hereto, that this contract is not assignable by the party of the second part; and, in case of such assignment, the party of the first part shall have the option to regard the same as an abandonment thereof, and the said party of the second part, and his sureties, shall be held responsible for any loss or damage that may ensue to the said party of the first part by reason of such abandonment, and any sum or sums of money due, or to become due, the said party of the second part, by the United States of America, shall be held and applied to satisfy such damages.

It is understood that the Government reserves the right to increase or diminish the quantity of hay herein stipulated to be furnished, at any time during the continuance of this contract.

Upon mutual agreement this contract may be changed, altered, modified, or abrogated in whole or in part.

This contract is subject to the approval of the commanding generals of the Department of the Missouri and the Military Division of the Missouri.

It is expressly understood, by and between the parties to this contract, that no member of Congress shall be admitted to any share or part therein or any benefit to arise therefrom.

In witness whereof the said parties have hereunto set their hands and seals on the day and year first above written.

STEWART VAN VLIET, [SEAL.]
Assistant Quartermaster-General, U. S. A.
SAMUEL J. CRAWFORD. [SEAL.]

Witnesses:
W. M. PINKSTON,
J. M. STEELE.

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, August 2, 1873.

Approved by P. H. Sheridan, Lieutenant-General commanding.

JAMES B. FRY,
Assistant Adjutant-General.

WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,
May 18, 1876.

True copy.

HENRY C. HODGES,
Quartermaster, U. S. A.

2820.

Contract.—Colonel Stewart Van Vliet, chief quartermaster, Department of the Missouri, with S. J. Crawford, for the delivery of 626 tons of hay at Camp Supply, Indian Territory. Dated July 5, 1873.

Price, \$6.75 per ton for the first 200 tons; \$7.25 per ton for the second 200 tons; \$7.75 per ton for the third 200 tons; \$8.25 per ton for the remaining 26 tons hay.

Delivery to commence Aug. 1, 1873; delivery to be completed Oct. 31, 1873; bond, \$1,500.

JNO. GRIFFITH,
F. SCHMEDLING,
Sureties, of Emporia, Kansas.

WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., May 18, 1876.

True copy, respectfully furnished S. J. Crawford, esq., in compliance with his verbal request of this date.

M. C. MEIGS,
Quartermaster-General, Brevet Major-General, U. S. A.