

LETTER
FROM
THE SECRETARY OF WAR,
TRANSMITTING
Report upon the claim of James Bridger.

JANUARY 25, 1889.—Referred to the Committee on Claims and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 24, 1889.

SIR : I have the honor to acknowledge the receipt of Senate resolution of September 14, 1888, directing an investigation of the claim of James Bridger for value of improvements said to have been constructed by him at Fort Bridger, and for rent of property for use of troops in 1857.

In reply I beg to invite attention to the inclosed report, of the 16th instant, and accompanying papers, from the Quartermaster-General, showing the result of his investigation of the above-mentioned claim. I concur in his recommendation that an allowance of \$6,000 be made for the improvements, but that no sum be allowed for rental of the land, because the claimant did not own nor have any title to the land, and because rent was promised only when his title to it was established.

All the evidence and papers in the case are transmitted herewith.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

WAR DEPARTMENT,
QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., January 16, 1889.

SIR : Referring to your communication of the 18th of September last, transmitting Senate resolution of the 14th of that month, which directs the investigation of the claim of James Bridger for the value of the improvements constructed by him at Fort Bridger (and the rent of said premises by the United States Army), appropriated by the United States for its own use, etc., and a report of the amount equitably due, together with the evidence, for the consideration of the Senate, etc., I have the honor to state, that in the fall of 1857 a portion of the United States Army under the command of Brig. Gen. Albert S. Johnston, on what is

known as the Utah or Mormon expedition, went into camp at and near Fort Bridger, in Green River County, Utah.

This so-called fort was a trading establishment, erected some fourteen years previous, for the purpose of and in connection with trade with surrounding Indians. Some thirteen log buildings were constructed, forming a hollow square, and surrounded by a solid stone wall about 18 feet high and 5 feet thick at the base. Outside of this were outhouses, and a corral about 200 feet square, also inclosed by a stone wall (Exhibits 12 and 13).

In November, 1857, the United States took possession of the premises under a lease or agreement made on the 18th of that month between said Bridger for himself and Louis Vasques, of the first part, and Capt. J. H. Dickerson, assistant quartermaster, U. S. Army, of the second part.

The premises covered by the lease comprised 3,893 acres, including the fort.

For the use thereof the United States agreed to pay the sum of \$600 per annum; but such payment was not to commence until Bridger established his title to the land. The United States was to have the privilege at any time within ten years of purchasing the premises upon the payment of the sum of \$10,000 (Exhibit 4 C).

No rental has been paid under said lease, doubtless because Bridger never did nor could establish his title to the premises (Exhibits 4 D, 4 F, 4 G, and 4 I). The Interior Department never "recognized any private claim in the vicinity of Fort Bridger" (Exhibit 4 G), and a military reservation embracing this tract was declared by the President in July, 1859 (Exhibit 4 I).

The Mormon forces retired from the advance of the United States troops; but before they retired they "burned the buildings in and around Fort Bridger," so that when the United States took possession of the premises in question there were no improvements thereon, except "a high, well-built, strong stone wall, inclosing a square of 100 feet" (Exhibit 2).

It is true that several persons, some twenty or thirty years after the event, state that when General Johnston arrived at Bridger there were at the fort a number of log-houses and other improvements of the value of from \$20,000 to \$30,000 (Exhibits 6, 7, 8, 14, 15, and 19).

These persons are unquestionably mistaken. They have probably confounded the affairs then existing with those which existed before the destruction of the buildings by the Mormons.

This conclusion is inevitable, because General Johnston, in making his official report immediately upon taking possession of the premises, distinctly stated that the buildings had been burned; and besides, he could not have overlooked, if they had existed, fifteen or twenty buildings, particularly as shelter for troops, as winter was approaching, and for supplies for his army were so much needed (Exhibit 2).

And again, Mr. Bridger would not have consented, as he did (Exhibit 4 C), to sell to the United States for the sum of \$10,000 improvements said to be of the value of \$20,000 to \$30,000, and also the 3,898 acres of land which he claimed to own, if such improvements existed when he executed the lease hereinbefore referred to.

I must therefore report that the improvements at Fort Bridger at the time in question which were appropriated by the United States for its own use consisted of the solid stone wall, 18 feet high and 5 feet thick at the base, inclosing a square of 100 feet (Exhibits 2, 12, and 13).

The wall was laid in cement (Exhibits 8 and 9) which was brought

from the States at a very great expense on account of wagon transportation of about 1,200 miles. A liberal allowance for the improvements therefore should be made, and I fix the sum as both just and generous at \$6,000.

No sum is recommended for rental or for value of the land, because the claimant did not own nor have any title to it (Exhibits 4 D, 4 G, and 4 I), and because rental was promised only when his title to it was established (Exhibit 4 C).

All the evidence and other papers in the case are herewith respectfully transmitted.

Very respectfully, your obedient servant,

S. B. HOLABIRD,
Quartermaster-General, U. S. Army.

The SECRETARY OF WAR.

LIST OF EXHIBITS IN THE CLAIM OF JAMES BRIDGER, GREEN RIVER COUNTY, UTAH.

EXHIBIT 1.—September 14, 1888. Resolution of the United States Senate, referring claim of James Bridger for value of improvements at Fort Bridger and for rent of premises to U. S. Army to the Secretary of War to investigate the justice and equity of claim, and to report to the Senate the amount and value of improvements, the circumstances, contracts, and agreements under which premises were taken, and the amounts paid and due on account of said claim.

EXHIBIT 2.—November 30, 1857. Col. A. S. Johnston, in letter to Maj. I. McDowell, states that before leaving Fort Supply, on Smith's Fork, the Mormons burned the buildings in and about the fort and destroyed the grain, and, so far as they could, the other crops. Fort Bridger, so called, is a strong, high, and well-built stone wall, inclosing a square of 100 feet, and has been appropriated for storage of army supplies. Two lunettes, now under construction, one on the southwest and one on the northeast corner, will make the place defensible by a small force and a safe place for storage.

EXHIBIT 3.—December 21, 1857. Capt. John H. Dickerson, assistant quartermaster, forwards to Quartermaster-General a lease of land claimed by Bridger; states that contract is so drawn that no payment is to be made until title is established.

EXHIBIT 4 A.—August 21, 1869. Claimant, in letter to the Secretary of War, inquires what disposition Government intends to make of Fort Bridger; states that he leased the fort and grounds to the Government in 1857 for ten years, at \$600 per annum, with privilege to purchase at expiration of lease for \$10,000; asks that rents be remitted to him.

EXHIBIT 4 B.—January 6, 1870. Claimant, in letter to Secretary of War, states that he rented Fort Bridger to the Government in 1857 for a term of ten years, at the expiration of which time Government had permission to purchase fort and grounds for \$10,000; asks what disposition is to be made concerning the matter.

EXHIBIT 4 C.—November 15, 1857. Lease between James Bridger (for himself and Louis Vasques), of Missouri, of the first part, and Capt. John H. Dickerson, acting quartermaster, U. S. Army, of the second part, for ten years, of a tract of land (3,898 acres and 2 rods) in Green River County, Utah, at \$600 per annum, with privilege of purchase, at any time during the continuance of lease, for \$10,000; any buildings erected on the land by the United States to remain and descend to party of the first part at expiration of contract. Payment of rental to begin whenever title is established. Contract to terminate three months after notification by the United States of its intention to vacate and discontinue the lease.

EXHIBIT 4 D.—April 19, 1870. Quartermaster-General Meigs reports to the Secretary of War that Mr. Bridger has never established his title to the premises; that it does not appear that he has ever been paid rent therefor; that the President has ordered a military reserve at the post.

EXHIBIT 4 E.—April 23, 1870. Judge-Advocate-General advises that Mr. Bridger be notified to furnish proof of his title to the land; if title be found complete, Congress be appealed to for authority necessary to enable the Secretary of War to purchase the property or to satisfy all rents due.

EXHIBIT 4 F.—April 25, 1870. Inspector-General, U. S. Army, informs Hon. R. T. Van Horn that whenever Mr. Bridger shall produce evidence of title to the satisfaction of the Government, the Department will carry into effect, in good faith, the agreement made in 1857.

EXHIBIT 4 G.—December 14, 1872. Commissioner of Land Office reports to the Adjutant-General, U. S. Army, that the Department never recognized any private claim

in the vicinity of Fort Bridger; no law exists for adjustment of such claims under the treaty of 1848 with Mexico; the Territory not being organized at time of original military reservation, there was no way by which any other title could have been obtained.

EXHIBIT 4 H.—January 12, 1876. James Bridger, in letter to the Secretary of War, inquires whether the Government desires to retain possession of the property leased by him in 1857; requests that the rent due therefor be remitted to him.

EXHIBIT 4 I.—February 8, 1878. Quartermaster-General Meigs, in report to the Adjutant-General, states that it does not appear that Bridger has established his title; that a military reservation was declared by the President July 14, 1879, of 500 square miles, which was reduced February 15, 1872, to 16 square miles.

EXHIBIT 4 K.—May 17, 1880. Hon. Samuel L. Sawyer asks the Secretary of War whether certain improvements at Fort Bridger were made by Mr. Bridger at his own expense, whether any compensation has been made to him, and any other facts bearing upon validity of claim.

EXHIBIT 4 L.—May 22, 1880. Adjutant-General, U. S. Army, reports that the records do not show by whom or at whose expense the improvements were erected; states that the fort is to be re-occupied.

EXHIBIT 4 M.—June 4, 1880. Quartermaster-General Meigs repeats the terms of the lease; states that about \$20,000 have been expended during the past sixteen years for repairs, etc.

EXHIBIT 4 N.—January 21, 1886. The Secretary of War, in letter to the Committee on Claims, United States Senate, states that no record is found of a claim of James Bridger for improvements at Fort Bridger, Utah; that it appears that when occupied by the United States in 1857 all the buildings in and about the fort had been burnt by the Mormons, and that the only improvement was a high, well-built, strong stone wall, inclosing a square of about 100 feet.

EXHIBIT 5.—October 27, 1873. Claimant, in letter to General B. F. Butler, states that he was with, and piloted, the army of General A. S. Johnston in the so-called Utah expedition; that he offered them the use and shelter of Fort Bridger for the winter; that he entered into a written contract with Captain Dickerson, assistant quartermaster, by the terms of which Government was to have possession of the place for ten years (recites the terms of lease as heretofore); that shortly after the expiration of the lease he applied to the Secretary of War for information as to the intentions of the Government, and was advised that as soon as he established his title the Department would comply with its contract; states that he was authorized to establish the fort and settle Salt Lake Valley by the governor of Upper California; has no paper to show for it; that had he not leased the premises to the Government he would have resided thereon and thereby perfected his title.

EXHIBIT 6.—April 27, 1878. A. J. Archambault swears that he was at the site of the present Fort Bridger in the spring of 1843 when James Bridger located his ranch or fort there; that it contained thirteen spacious and substantial log-houses, constructed of heavy hewn timber; the roofs and floors made of sawed boards; roofs covered with sods to make them fire-proof; the houses formed a hollow square in the center of the fort and the whole was surrounded with a strong and solid stone wall; outside of the fort were six other log-houses built in the same manner; also strong corrals for the protection and safe-keeping of horses and cattle; claimant resided on the ranch for some time and claimed the premises as his home, and it was conceded by every one that he owned them and held them in undisputed possession.

EXHIBIT 7.—January 20, 1880. William T. Mack Craw swears that he knows that James Bridger resided at Fort Bridger with his family for many years; that the improvements thereon consisted of thirteen houses altogether, strong, hewed log-houses fortified by a stone wall 18 feet high and 5 feet thick, laid in cement; also a strong corral for stock, surrounded by a stone wall, with other outhouses, pasture-fields, and grounds, costing at least \$20,000. Affiant understood that said James Bridger leased these premises to the Government.

EXHIBIT 8.—January 21, 1880. John Kiney swears that he was employed as teamster in conveying stores to the army of General Albert S. Johnston in Utah in 1857; remained with the army at Fort Bridger several months; that there were on the premises thirteen houses constructed of heavy, hewn logs, plank floors, and roofs covered with sods; all inclosed by a stone wall laid in cement about 18 feet high by 5 feet thick, having bastions at each corner and inclosing about 4,000 feet of land; also a corral for stock about 200 by 300 feet square, likewise inclosed by a stone wall laid in cement, together with six outhouses, also built of heavy, hewed logs; pastures and grounds. In affiant's judgment said improvements could not have been placed there at a cost of less than \$20,000.

EXHIBIT 9.—January 21, 1880. O. H. P. Rippetto swears that he is well acquainted with claimant; that he was with the army of General A. S. Johnston in 1857 as wagon master and remained with said army at Fort Bridger for some time; on arrival at the fort found valuable improvements, which consisted of thirteen houses built of heavy,

hewn logs, floored with sawed planks, and covered with sawed planks and sods, inclosed by a stone wall, 18 feet high and 5 feet thick, laid in cement, with bastions at each corner, inclosing about 4,000 feet of land; also a strong corral for stock, about 200 by 300 feet square, inclosed in like manner by a stone wall laid in cement; together with six other outhouses and pasture and grounds; the whole improvement could not be placed at a less value than \$20,000.

EXHIBIT 10.—March 30, 1880. H. T. Childs swears that he was employed at Fort Bridger in 1857; that the improvements consisted of a number of heavy log-houses, fortified by a stone wall about 18 feet high, and having bastions at each corner, said wall inclosing a space of about 4,000 square feet; there was also a corral for stock, inclosed by a stone wall about 10 feet high, besides several log-houses outside the fort. The whole improvements could not have been placed there for a sum less than \$20,000.

EXHIBIT 11.—December 5, 1883 and January 9, 1884. Bill S. 380, first session Forty-eighth Congress, authorizing James Bridger to commence suit in the Court of Claims against the United States within one year after passage of act, for value of improvements constructed by him at Fort Bridger, and appropriated by the United States.

EXHIBITS 12 AND 13.—January 9, 1884. Committee on Claims, United States Senate, report that about 1843 claimant located upon a tract of land in Green River County, Utah, and commenced the erection of a trading house and other buildings and improvements; from that date resided at post in trade with Indians until 1857; at that time there were thirteen log-houses, forming a hollow square, surrounded by a solid stone wall, 18 feet high, 5 feet thick, laid in cement, with bastions at each corner; outside a corral for stock 200 by 300 feet square, also inclosed by a stone wall about 10 feet high, 2½ or 3 feet thick, together with six other outhouses. In 1857 the army of Utah, under General A. S. Johnston, took possession of the premises on behalf of the United States under a lease executed by Capt. John H. Dickerson. The United States continued to occupy the premises from date of lease (November 8, 1857) to the present time, and are now enlarging with a view to permanent occupancy. Claimant has never established his title to the premises, and the committee recommend that he be permitted to go to the Court of Claims.

EXHIBIT 14.—May 17, 1886. Joseph T. S. Wright swears that in 1857 he was with the army of General A. S. Johnston, at Fort Bridger; remained there until the next June. The improvements consisted of some thirteen log-houses fortified by a stone wall laid in cement, 18 feet high and 5 feet thick, inclosing an area of about 4,000 square feet, a strong corral 200 by 300 feet square, also inclosed by a stone wall, 10 feet high by 2½ feet thick, with other outhouses, all costing about \$20,000. Bridger died six or seven years ago.

EXHIBIT 15.—July 12, 1887. Joseph C. Irwin swears that he was with General A. S. Johnston's army in 1857 when it reached Fort Bridger; that there were a number of strong houses surrounded by a strong stone wall of great height and thickness, with bastions at each corner, a corral for stock, similarly inclosed with a stone wall, besides several other buildings and outhouses; thinks they were then and now worth \$25,000 or \$30,000.

EXHIBIT 16.—December 12, 1887. Bill S. 480, Fiftieth Congress, first session. For relief of James Bridger, or his legal representatives.

EXHIBIT 17.—Charles M. Carter, attorney for claimant, states that some ten or twelve affidavits filed in this case before Congress were lost. They set forth that James Bridger located in Green River County, Utah, in 1843, and built Fort Bridger, which consists of thirteen log-houses forming a hollow square, surrounded by a stone wall, laid in cement, 18 feet high and 5 feet thick, with bastions at each corner. Outside of the wall was a strong corral for stock, about 200 by 300 feet square, also inclosed by a stone wall about 10 feet high by 2½ or 3 feet thick, together with six other outhouses. Bridger was prevented from establishing his title by the President declaring the tract a military reservation July 14, 1859, and by loss of his agreement with the governor of Chihuahua, Mexico, who agreed to grant him about 5,000 acres in Green River County, which included Fort Bridger, in consideration of his planting a colony at that point. The improvements cost \$20,000.

EXHIBIT 18.—C. M. Carter, attorney for claimant, in argument before Committee on Claims, United States Senate, states that in 1843 the governor of Chihuahua promised James Bridger a grant of land in Green River County, Utah (then Mexican territory), to establish a colony, and that Bridger erected Fort Bridger, at an expense of \$20,000; that he was to plant the colony and retain possession of the country for a term of years before receiving his title. The Mexican war changed his plans, as the country became part of the United States. He felt easy and continued in possession until the Mormon troubles broke out, and the U. S. Army came in 1857 and quartered in his fort. Two years later the President declared the tract a military reservation.

EXHIBIT 19.—December 7, 1888. Daniel M. Ross swears that he was well acquainted with Fort Bridger in 1857 at the time the Utah army took possession of it

That it consisted of thirteen strong, substantial houses, surrounded by a solid stone wall, 18 feet high and 5 feet thick, with bastions at each corner; a strong corral for stock about 200 by 300 feet, inclosed by a stone wall about 10 feet high and 2½ or 3 feet thick. There were also other outhouses. Thinks the whole must have cost at least \$30,000.

EXHIBIT 20.—January 12, 1889. C. M. Carter, attorney, in reply to office letter, states that it is impossible for him to obtain more definite evidence than that on file, for the reason that James Bridger and most of his witnesses are dead.

WAR DEPARTMENT,
Washington City, February 19, 1886.

SIR: Acknowledging receipt of your request of January 25, 1886, for copies of any papers bearing on the lease of the site of Fort Bridger to the United States by James Bridger, I have the honor to forward copies of papers found on the files of the Department concerning the matter.

I beg to suggest, in view of the frequent calls upon the Department for information in this case, that the accompanying papers and my letter to you dated January 21, 1886 (copy herewith), may be printed.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

Hon. AUSTIN F. PIKE,
Chairman of Committee on Claims, Senate.

WAR DEPARTMENT,
Washington City, January 21, 1886.

SIR: I have the honor to acknowledge the receipt of the communication of the clerk of the Committee on Claims, of December 21, 1885, inclosing Senate bill No. 287, Forty-ninth Congress, first session, and requesting copies of papers relating to the claim of James Bridger for the value of improvements erected by him at Fort Bridger, Green River County, Utah, appropriated by the Government

In reply thereto, the Adjutant-General reports as follows:

"The records of this office afford no mention of a claim of James Bridger for the value of improvements by him erected or constructed at Fort Bridger, Utah, and appropriated by the United States to its own use. On the contrary, it appears from a report of General Albert Sidney Johnston, then commanding in Utah, dated November 30, 1857, that prior to the date of occupation of that point by the United States all the buildings in and about Fort Bridger had been burned by the Mormons, and that all the improvements that were appropriated by the troops were a high, well-built, strong stone wall, inclosing a square of 100 feet. An extract from General Johnston's report is herewith."

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

Hon. AUSTIN F. PIKE,
Chairman Committee on Claims, Senate.

EXHIBIT 2.

HEADQUARTERS ARMY OF UTAH,
Camp Scott (near Fort Bridger, Black's Fork, G. R.), November 30, 1857.

MAJOR: * * * The Mormons, before they retired, burned the buildings in and about Fort Bridger, and also Fort Supply on Smith's Fork, 12 miles hence, and destroyed the grain and, as far as they could, other crops at that place. Fort Bridger, so called, is a high, well-built, strong stone wall, inclosing a square of 100 feet, and has been appropriated for the storage of the supplies for the army.

The addition of two lunettes, now being constructed, one on the southwest corner and the other on the northeast corner of a stone inclosure adjoining the main one, but not so high, will make it defensible by a small force and a safe place of deposit for the public property that may be left when the army advances.

With great respect, your obedient servant,

A. S. JOHNSTON,
Colonel Second Cavalry, Commanding.

Maj. J. McDOWELL,
Assistant Adjutant-General, Headquarters of the Army.

EXHIBIT 3.

CAMP SCOTT, UTAH,
December, 21, 1857.

SIR: I forward herewith a lease* of a tract of land claimed by James Bridger. He bases his claim to it on some Mexican or Spanish law, somewhat similar to the pre-emption laws of the United States. I think it exceedingly doubtful whether his title is good, but the contract is so drawn that no payment is to be made until he establishes his title. I have leased the property in order to prevent heavy reclamations on the Government for loss or destruction of private property in case his title is good.

There will most probably be a permanent post established in this immediate vicinity and the tract leased would be essential to it for wood, grazing, and procuring hay.

I will in a few days make and forward to you a survey for a Government reserve, embracing the timbered and grazing lands.

I am, general, very respectfully, your obedient servant,

JNO. H. DICKERSON,
Captain, Acting Assistant Quartermaster.

Maj. Gen. THOS. S. JESUP,
Quartermaster-General, U. S. Army.

WAR DEPARTMENT,
Washington City, January 20, 1880.

SIR: At the request of C. M. Carter, attorney for James Bridger, I inclose herewith a duly certified copy of contract* with James Bridger for a tract of land upon which Fort Bridger, Utah Territory, is situated, with copy of letter from Capt. Jno. H. Dickerson, assistant quartermaster, dated Camp Scott, Utah, December 21, 1857, transmitting the said lease.

Very respectfully,

ALEX. RAMSEY,
Secretary of War.

HON. S. L. SAWYER,
House of Representatives.

EXHIBIT 4 A.

WESTPORT, MO., August 21, 1869.

DEAR SIR: I would most respectfully apply to be informed what disposition the Government of the United States intends to make of Fort Bridger, which fort and grounds I have leased to the Government in the year 1857 for the term of 10 years at the rate of \$600 per annum, with the privilege to purchase it at the expiration of said lease for the sum of \$10,000.

I would also respectfully apply to cause the rents accrued thereon to be remitted to me.

I have the honor to be, very respectfully, your most obedient servant,

JAMES BRIDGER.
Per A. WADSMAN.

The SECRETARY OF WAR,
Washington, D. C.

EXHIBIT 4 B.

WESTPORT, MO., January 6, 1870.

DEAR SIR: I have the honor to represent to you most respectfully that in the year 1857 I have leased to the Government of the United States my fort (Fort Bridger, D. T.) at the following terms:

The lease was for a term of 10 years at the rate of \$600 per annum; also that after the expiration of said 10 years the Government may, at its pleasure, purchase said fort and ground for the sum of \$10,000. But in case the Government should not desire to make such purchase, it shall give to me peaceful possession of said fort and grounds with all improvements thereon. I would therefore most respectfully apply

*Exhibit 4 C.

for information what disposition the Government intends to make concerning this matter.

Hoping to be favored with an early answer, I have the honor to be, very respectfully, your obedient servant,

JAMES BRIDGER.
Per A. WACHSMAN.

Address, Westport post-office, Missouri.

The SECRETARY OF WAR,
Washington, D. C.

Respectfully referred to the honorable Second Comptroller, U. S. Treasury, Washington, D. C., with request that he will please furnish this office with a certified copy of the lease herein referred to, the same having been forwarded to his office by the Quartermaster-General March 4, 1858.

These papers to be returned.

By order Assistant Quartermaster-General.

JAMES A. EKIN,
Deputy Quartermaster-General, Brevet Brigadier-General.

QUARTERMASTER-GENERAL'S OFFICE, February 16, 1870.

Respectfully returned to General James A. Ekin, Deputy Quartermaster-General, with a copy of lease inclosed as requested.

J. M. BRODHEAD,
Comptroller.

SECOND COMPTROLLER'S OFFICE, February 19, 1870

EXHIBIT 4 C.

Articles of agreement made and entered into this eighteenth day of November, one thousand eight hundred and fifty-seven, between James Bridger (for himself and Lewis Vasquez), of the State of Missouri, of the first part, and Capt. Jno. H. Dickerson, assistant quartermaster, U. S. Army, on behalf of the United States, of the second part.

This agreement witnesseth that the said party of the first part, for and in consideration of promises hereinafter made by the said party of the second part, on behalf of the United States, leases, for a term of ten years, a tract of land consisting of 3,898 A. Q. R.) three thousand eight hundred and ninety-eight acres and two roods, situated in Green River County, Utah Territory, and is the same tract that is described in the plat hereunto annexed and signed by the two contracting parties, which plat in lines, words, and figures is a true copy of the original. The said party of the first part grants the free use of Fort Bridger, and all the timber, wood, stone, and whatever may be found above the ground or below the ground, within the limits of said tract of land, for any purposes to which the officers of the United States Government may wish to appropriate them.

The payments hereinafter promised to be made by the said party of the second part, on behalf of the United States, to commence whenever and so soon as the said party of the first part establishes his title to the said tract of land to the satisfaction of the Quartermaster-General of the U. S. Army, or whenever the Attorney-General of the United States shall pronounce the title good.

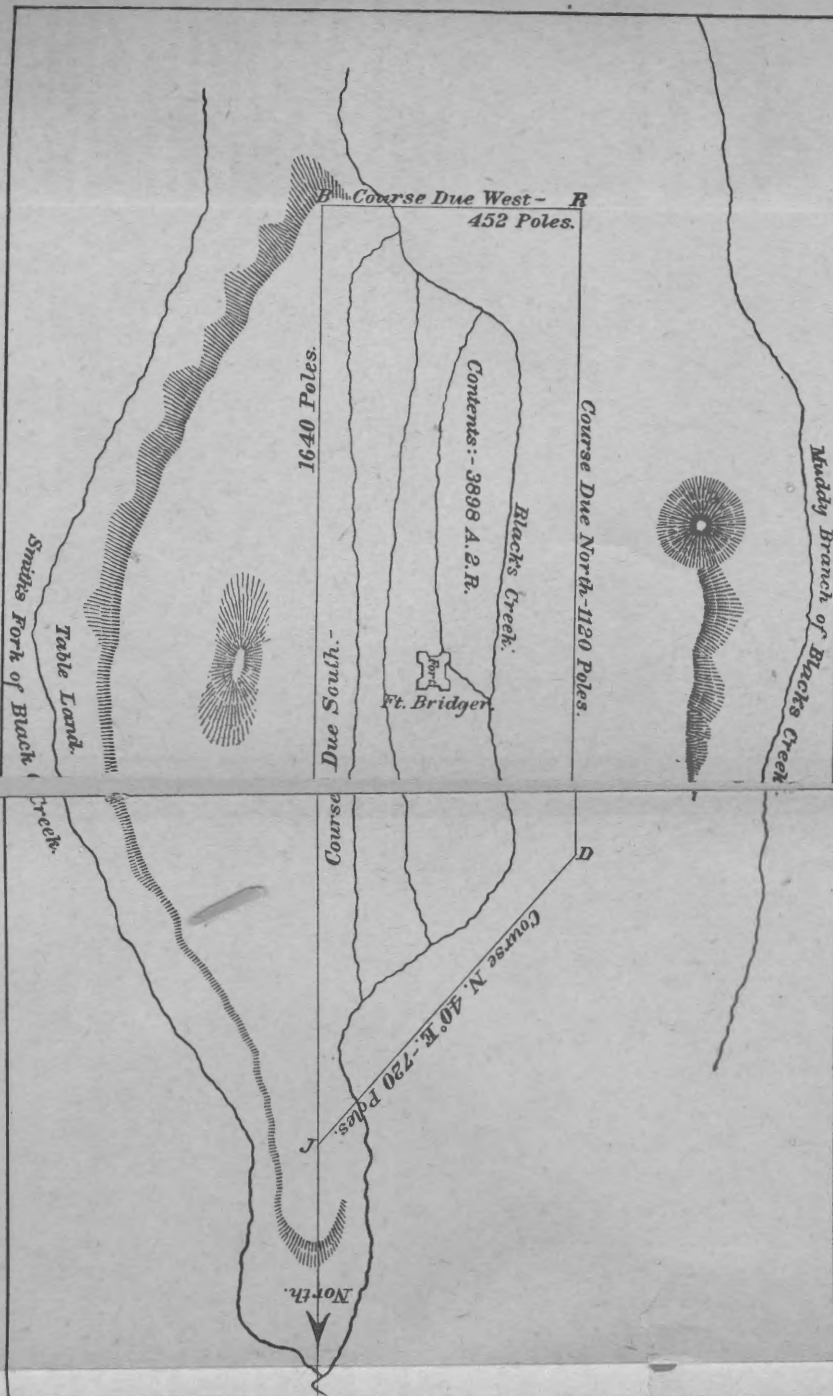
The said party of the second part promises on behalf of the United States to pay to the said party of the first part the sum of six hundred dollars per annum for the foregoing specified uses of said tract of land.

It is understood and agreed upon by the two contracting parties that any buildings that shall have been erected by the U. S. Government on the said tract of land, and shall remain standing at the expiration of this lease, shall descend freely and fully to the said party of the first part.

It is further understood and agreed upon by the two contracting parties that the United States Government, through its agents, shall have the privilege at any time within the period of this lease of purchasing said tract of land by paying the said party of the first part the sum of ten thousand dollars.

This contract to be null and void three months after the said party of the first part shall have been duly notified by the Quartermaster-General of the U. S. Army, or by his agent, that it was the intention of the United States Government to discontinue the lease of said tract of land.

A survey of land made for James Bridger, November 6, 1853, in the Territory of Utah and County of Green River.



JNO. H. DICKINSON,
 Capt. and A. Q. M., U. S. A.
 his
 JAMES X BRIDGER.
 mark.

Beginning at the corner (marked "J" on the plat) on north side of Black's Fork 72 poles on a due south line from said stream, running thence due south 1,640 poles to a stone corner on east side of said Black's Fork (marked "B" on the plat), 160 poles from said stream on a due west line; thence due west 452 rods to a stone corner (marked "R" on the plat); thence due north 1,120 poles to a stone corner (marked "D" on the plat) on north side of Black's Fork, (marked "J" on the plat). Contents, 38,98 acres, 2 roods. Surveyed by John H. Hockaday.
 Lewis Vasquez, Charles La Junesse, and James Bridger settled upon the land within site of Fort, as stated by Mr. Bridger.

A true copy of the original.

A true copy.

SECOND COMPTROLLER'S OFFICE, February 18, 1870.

GENERAL LAND OFFICE, March 9, 1854.

JOHN WILSON, Commissioner.

T. MITCHELL, Clerk.

In witness whereof we have hereunto set our hands and affixed our seals this day and year first above written.

[SEAL.]

his
JAMES X BRIDGER.
mark.

JNO. H. DICKERSON,
Captain and Assistant Quartermaster, U. S. Army.

In presence of—

A. T. A. TORBERT,
Second Lieutenant Fifth Infantry, U. S. Army.
CHAS. D. SCHMIDT,
Clerk, Quartermaster's Department.

EXHIBIT 4 D.

Respectfully returned to the honorable Secretary of War, together with copy of the lease herein referred to.

Mr. Bridger has never established his title to the premises.

It does not appear from the records of this office that the tract of land was ever taken up on any officer's Form 2, or that rent has ever been paid therefor under said lease.

A military reservation at this post was ordered by the President July 14, 1859.

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

QUARTERMASTER-GENERAL'S OFFICE.
April 19, 1870.

Brief of James Bridger, Westport, Mo., relating to a lease of property to the Government, etc.

Respectfully referred to the Secretary of War with the request for such information as may enable me to answer properly the within inquiries, etc.

R. T. VAN HORN.

HOUSE OF REPRESENTATIVES,
April 21, 1870.

EXHIBIT 4 E.

[Indorsement.]

WAR DEPARTMENT,
BUREAU OF MILITARY JUSTICE,
April 23, 1870.

Respectfully returned to the Secretary of War.

It can only be advised in this case that Mr. Bridger (who represents himself as ignorant of the intentions of the Government in regard to this property) shall be forthwith notified to furnish an exhibit of his title to the land (as required in the lease as a condition precedent to his receiving payments of rent therefor), with the understanding that, upon his title being approved as perfect by the Attorney-General, the executive department of the Government will, if authorized by Congress, proceed to complete the transaction.

It is further recommended, therefore, that such proof of title as is furnished by Bridger be submitted at once to the Attorney-General for his opinion; and further, that, if the title be found complete, Congress be appealed to for the authority necessary to enable the Secretary of War to purchase the property; or, if the purchase is not proposed, for an appropriation of a sufficient amount to satisfy all rents which may be due to Bridger under the lease.

J. HOLT,
Judge-Advocate-General.

EXHIBIT 4 F.

WAR DEPARTMENT,
Washington City, April 25, 1870.

SIR: The Secretary of War directs me to return to you the accompanying letter of James Bridger, esq., of Missouri, relative to the lease of Fort Bridger, Dak., and to inform you that whenever, as required by the agreement between himself and the

United States, Mr. Bridger shall produce evidence of his title to the site of that military post, and the Attorney-General of the United States shall declare the title so exhibited to be perfect, this Department will be prepared to carry into effect, in good faith, the agreement made with Mr. Bridger by the military authorities in the year 1857.

Very respectfully, etc.,

ED. SCHRIVER,
Inspector-General.

Hon. R. T. VAN HORN,
Member of Congress.

EXHIBIT 4 G.

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE,
Washington, D. C., December 14, 1872.

SIR: I am in receipt, by reference from you the 12th instant, of a letter from Henry N. Blake, attorney, to the honorable Secretary of War, dated 30th October last, inquiring if the United States ever leased Fort Bridger, Utah, for twenty years or any other term from William C. Brown.

In reply I have to state that there is nothing on file in this office showing that any lease of Fort Bridger, or any part thereof, was ever made with Mr. Brown, his name not even appearing in a plat of survey filed in this office in 1854 by James Bridger, who claimed in accordance with said private survey executed by J. M. Hockaday.

This office has never recognized any private claim in the vicinity of Fort Bridger.

Should any claims have existed in that locality under the treaty of 1848 with Mexico there is no law for their adjustment.

No knowledge of any such claim has ever been presented to this office.

The Territory not being organized at the time of the original military reservation, there was no way by which any other title could have been obtained.

Mr. B.'s letter herewith returned.

Very respectfully, your obedient servant,

WILLIS DRUMMOND,
Commissioner.

Adjutant-General E. D. TOWNSEND, U. S. Army.

EXHIBIT 4 H.

NEW SANTA FÉ, JACKSON COUNTY, MO.,
January 12, 1878.

SIR: I would most respectfully apply to be informed of the intention of our Government in regard to my property, ~~at~~ Bridger, Wyo., which I leased to said Government in the year 1857 for a term of years, a copy of such lease being on file in your Department. I desire to be informed whether our Government wishes to continue possession thereof; and, if so, I should be pleased to have the rent due thereon, and now in arrear, remitted to me as soon as practicable.

I have the honor to be, very respectfully, your most obedient servant,

JAMES BRIDGER.

The SECRETARY OF WAR,
Washington, D. C.

[First indorsement.]

ADJUTANT-GENERAL'S OFFICE,
Washington, January 25, 1878.

Respectfully referred to the Quartermaster-General for such information as the records of his office afford.

E. D. TOWNSEND,
Adjutant-General.

EXHIBIT 4 I.

[Second indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,
Washington, February 8, 1878.

Respectfully returned to the Adjutant-General of the Army, together with such papers connected with the reserve as are on file here.

The lease referred to, made on the 18th November, 1857, between James Bridger and Capt. J. H. Dickerson, assistant quartermaster, after an extended search, has been discovered, and is herewith.

It will be observed that Captain Dickerson in his report of December 21, 1857, remarks that Mr. Bridger bases his claim upon some Mexican or Spanish law, but that it is exceedingly doubtful whether his title is good, and that the contract is so drawn that no adjustment is to be made until he establishes his title, and that he has leased the property in order to prevent heavy reclamations on the Government for losses or destruction of private property in case his title is good.

It does not appear that he has ever established his title, for a military reservation was duly declared by the President July 14, 1859, embracing an area of 500 square miles, which was reduced February 15, 1872, to 16 square miles.

It will be observed that the Commissioner of the General Land Office, December 14, 1872, advised the Adjutant-General that—

"This office has never recognized any private claim in the vicinity of Fort Bridger.

"Should any claim have existed in that locality under the treaty of 1848 with Mexico there is no law for their adjustment.

"The Territory not having been organized at the time of the original military reservation, there was no way by which any other title could have been obtained."

The return of such of the papers as belong to the files of this office is requested, after having served their purpose.

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

[Third indorsement.]

ADJUTANT-GENERAL'S OFFICE,
Washington, February 14, 1878.

Respectfully returned to the Secretary of War, inviting attention to preceding indorsements and accompanying papers, including the lease in question, made November 18, 1857, between James Bridger and Capt. J. H. Dickerson, assistant quartermaster, found in the office of the Quartermaster-General.

E. D. TOWNSEND,
Adjutant-General.

EXHIBIT 4 K.

HOUSE OF REPRESENTATIVES,
Washington, D. C., May 17, 1880.

SIR: A claim of James Bridger, now residing in Jackson County, Mo., for \$10,000, as compensation for the use and occupation, by a portion of the U. S. Army, of Fort Bridger from 1857 to the present time, has been referred to me by the chairman of the Committee (House of Representatives) on Claims for examination and report to the full committee. I inclose an affidavit of E. H. Rippetto as a sample of many which have been filed. Referring to the original contract of lease by the Government with Mr. Bridger (a copy of which I find with the papers), dated November 18, 1857, now on file in your Department, I will be pleased to learn whether the improvements mentioned in the affidavit of Mr. Rippetto were erected by Mr. Bridger at his own expense; whether any compensation has been made to him, and any other facts in the possession of the Department which have a bearing upon the validity of his claim.

Please return with answer the inclosed affidavit.

Very respectfully,

SAM'L L. SAWYER.

Hon. ALEX. RAMSEY,
Secretary of War.

EXHIBIT 4 L.

[First indorsement.]

ADJUTANT-GENERAL'S OFFICE,
Washington, May 22, 1880.

Respectfully returned to the Secretary of War, with papers from the files of this office relating to the claim of Mr. James Bridger, and inviting attention to War Department letter to him dated February 21, 1878, from which it will be seen that at that time the Department did not recognize his claim to ownership or rent of Fort Bridger.

Nothing appears of record here to show by whom or at whose expense the improvements mentioned in the within affidavit of Mr. Rippeto were erected. The records of the Quartermaster-General's office, where the original lease is filed, may furnish additional information upon this point; also as to whether or not any compensation has ever been made to Mr. Bridger in the matter.

In this connection it is remarked that Fort Bridger, which has not been garrisoned for some time, is to be reoccupied.

R. C. DRUM,
Assistant Adjutant-General.

EXHIBIT 4 M.

[Second indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,
Washington, June 4, 1880.

Respectfully returned to the honorable Secretary of War.

The lease made by Captain Dickerson, on November 18, 1857, was to run for ten years, at \$50 per month, and covered 3,898 acres of land, Mr. Bridger granting the free use of Fort Bridger and all the timber, wood, stone, and whatever might be found above or below the ground within the limits of said tract of land for any purposes for which the officers of the United States Government might wish to appropriate them; payment of rent to commence when his title was established to satisfaction of Quartermaster-General or Attorney-General.

It was further agreed that any buildings that should be erected by the United States on the said tract of land and should remain standing at the expiration of this lease should descend fully to said Bridger.

The money accounts of Captain Dickerson, on file at the Treasury, will show what expenditures, if any, were incurred for sheltering the troops at that time.

It will be observed from my indorsement of February 8, 1878, herewith, that I reported that Mr. Bridger had never established his title, but, on the contrary, that the President declared a military reservation July 14, 1859, and that the General Land Office had never recognized any private claim in the vicinity of Fort Bridger, and further, that should any claim have existed in that locality under the treaty of 1848 with Mexico, there was no law for their adjustment, etc.

A full description of existing buildings at the post will be found printed on page 217, "Outline description of United States military posts and stations, 1872," and on page 217, Surgeon-General's circular (8), of 1875.

The records show that upon these buildings the Quartermaster's Department has expended during the last sixteen years, for repairs, etc., about \$20,000.

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

EXHIBIT 4 N.

WAR DEPARTMENT,
Washington City, June 9, 1880.

SIR: In reply to your letter of the 17th ultimo, requesting information relative to the claim of James Bridger, of Jackson County, Mo., for compensation for alleged use and occupation by United States troops of Fort Bridger, Wyo., since November, 1857, I have the honor to inform you that Mr. Bridger was, February 21, 1878, informed that his failure to establish his title to the property in question, previous to its being embraced in a military reservation, precluded the Secretary of War from recognizing his claim to ownership or rent.

A copy of a report of the Quartermaster-General is herewith inclosed, which embraces all the information in relation to this claim in the possession of this Department and its Bureaus.

Very respectfully, your obedient servant,

ALEX. RAMSEY,
Secretary of War.

Hon. SAMUEL L. SAWYER,
Committee on Claims, House of Representatives.

The affidavit of O. H. P. Rippetto is returned herewith, as requested.

EXHIBIT 5.

NEAR NEW SANTA FÉ, JACKSON COUNTY, MO.,
October 27, 1873.

DEAR GENERAL: With the advice of some of my friends, and having myself every conceivable confidence in your ability and sense of justice, I would most respectfully beg leave to address you with the view of soliciting your valuable influence and assistance in the prosecution of my rightful claim against our Government regarding my property, Fort Bridger, Wyo., begging that you will have the kindness to undertake the prosecution and collection of said claim in the manner you may deem best.

You are probably aware that I am one of the earliest and oldest explorers and trappers of the Great West now alive. Many years prior to the Mexican war, the time Fort Bridger, with adjoining Territories, became the property of the United States, and for ten years thereafter (1857), I was in peaceable possession of my old trading post, Fort Bridger, occupied it as such and resided thereat, a fact well known to the Government as well as the public in general.

Shortly before the so-called Utah expedition, and before the Government troops under General S. A. Johnston arrived near Salt Lake City, I was robbed, and threatened with death, by the Mormons, by the direction of Brigham Young, of all my merchandise, stock—in fact of everything I possessed, amounting to more than \$100,000 worth—the buildings in the fort partially destroyed by fire, and I barely escaped with my life.

I was with and piloted the army under said General Johnston out there, and since on the approach of winter no convenient shelter for the troops and stock could be found in the vicinity of Salt Lake, I tendered to them my so-called fort (Fort Bridger), with the adjoining shelter, affording rally for winter quarters. My offer being accepted, a written contract was entered into between myself and Captain Dickerson, of the quartermaster department, in behalf of the United States, approved by General S. A. Johnston, and more, so signed by various officers on the general's staff, such as Maj. Fitz-John Porter; Drs. Maddison, Mills, and Bailey; Lieutenant Rich, Colonel Weight, and others, a copy of which is now on file in the War Department at Washington. I also was furnished with a copy thereof, which was unfortunately destroyed during the war.

But the following were the terms agreed upon in said contract:

The Government was to have possession of said fort and grounds for a term of ten years, paying therefor as rent \$600 per annum; and it was also stipulated that should, at the expiration of said ten years, the Government desire to retain or purchase said fort and grounds, it was at liberty to do so by paying me the sum of \$10,000 in gold outside of the yearly rents.

Shortly after the expiration of the term of said lease I applied to the Secretary of War for information in regard to the intention of the Government in regard to my fort, whether they intended to keep or retain it, and also for the rent due me and remaining unpaid. In reply I was informed that whenever I could establish to the satisfaction of the War Department my title to said fort and grounds, Department would comply with its contract.

Now, although I was authorized to establish my fort there and settle Salt Lake Valley by the governor of Upper California, I have no proper papers to show therefor.

But I would respectfully call your attention to the fact that, had I not leased the premises in good faith to the Government, I would now reside thereon, and would surely by this time have perfected my title thereto under the several acts of Congress since passed, from which I was prevented by the Government keeping me out of possession thereof.

Further, I desire to state that the premises were surveyed and located by John M. Hockaday, a Government surveyor; but as it appears the latter had resigned as such, though I do not know whether his resignation was accepted before or after said survey. A copy of said survey is now on file in the surveyor-general's office in Washington.

It is my belief that I could have then easily obtained a patent for said land had I applied for the same, but owing to the fact that I was all my life out in the mount-

ains, and consequently ignorant what steps were required to be taken to perfect my title to the premises.

I am now getting old and feeble, and am a poor man, and consequently unable to prosecute my claim as it probably should be done. For that reason I respectfully apply to you, with the desire of intrusting the matter into your hands, authorizing you, for me, to use such means as you deem proper for the successful prosecution of this claim. I would further state that I have been strictly loyal during the late rebellion, and during the most of the time in the war in the employment of the Government. Trusting confidently that you will do me the favor of taking the matter in hand or furnish me with your advice in regard to the matter,

I have the honor, general, to be your most obedient servant,

JAMES BRIDGER.

General B. F. BUTLER,
United States Senator.

EXHIBIT 6.

STATE OF MISSOURI, *City of Saint Louis, ss:*

Be it remembered that on this 27th day of April, A. D. 1878, personally appeared before the undersigned, a notary public within and for the city and State aforesaid, who was qualified as such on the 28th day of November, A. D. 1874, and whose commission expires on the 4th day of November, in the year 1878, August Archambault, who is known to me to be the person he represents himself to be, and upon being duly sworn by me says, that he is personally well acquainted with James Bridger, the Western pioneer and trader, and has known him a long time as an honest and upright man; that affiant has been employed by the company of which James Bridger was a partner as a hunter and trapper. Affiant was, in the spring of the year 1843, with said James Bridger at the site of the present Fort Bridger, on Black's Fork, in Green River Valley, now in Wyoming Territory, when he, the said James Bridger, located his ranch or fort there, and remained there during the whole time it took to build it. Said ranch or fort contained thirteen spacious and substantial log-houses, constructed out of heavy hewed timber, which had to be hauled from some distance; the roof and floors were made out of sawed boards, which were sawed out with whip-saws; the roofs were also covered with sod to render them fire-proof, and the houses were so located as to form a hollow square in the center of said fort, and the whole was surrounded by a stone wall strong and solid; outside of such fort were six other log-houses, built in the same manner and of the same material, and were used as stables and other purposes; besides these there were strong corrals or inclosures for the protection and safe-keeping of horses and cattle. All these improvements were, owing to existing circumstances, very costly and expensive.

Affiant further says that Mr. James Bridger resided at said ranch or fort for a number of years, and done a general trading business with Indians, trappers, and emigrants to Oregon and California; that he claimed the premises as his home and only home, and to affiant's best knowledge and belief had no other home at that time; that the said James Bridger lived there with his family, and it was generally conceded by everybody that he owned said premises, and held them in undisputed possession.

Affiant further says that he is not related to James Bridger, and has no interest in any of his claims whatsoever.

A. J. ARCHAMBAULT.

Sworn and subscribed to before me the year and day first above written. Witness my hand and notarial seal at office.

[SEAL.]

JULIUS CONRAD,
Notary Public.

And I do furthermore certify that I am not related to James Bridger, and have no interest in this claim whatsoever.

JULIUS CONRAD,
Notary Public.

EXHIBIT 7.

STATE OF MISSOURI, *County of Jackson, ss:*

I, William T. Mack Craw, of the county of Jackson, in the State of Missouri, upon oath state, that I am well acquainted with James Bridger, lately of Fort Bridger, Wyoming Territory, and now of Jackson County, Missouri; that I know that the

said James Bridger resided at said Fort Bridger, with his family as his home for many years; that his said improvements thereon consisted, as nearly as I can remember, of thirteen houses, altogether; strong hewed log-houses, fortified by a stone wall; laid in cement, 18 feet high and 5 feet thick, encompassing an area of about 4,000 square feet, also a strong corral 200 by 300 feet square, used for stock, inclosed by a stone wall 10 feet high and 2½ or 3 feet thick, with other outhouses, pasture, field, and grounds, costing an outlay of at least \$20,000, considering the price of labor and the remote distance from the civilized world at the time.

I also understand that the said James Bridger had leased said fort and premises in the fall of the year 1857 to our Government, for a term of ten years, at the annual rent of \$600 in gold, and that it was also agreed in said written contract that at the expiration of said term of ten years the Government could, at its option, purchase said fort and premises for the sum of \$10,000, or return the same to its owner, with all improvements thereupon. And I further state that I am not in the least interested in this or any other claim of said James Bridger.

his
WILLIAM T. X MACK CRAW.
mark.

Signed in the presence of—

A. WACHSMAN.
W. W. GRIFFITH.

STATE OF MISSOURI, *County of Jackson* :

Personally appeared before the undersigned, a notary public for and within the State and county aforesaid, who was qualified as such February 24, 1879, and whose commission expires February 24, 1883, William T. Mack Craw, who, being duly sworn, says the foregoing statements are true and correct to the best of his knowledge and belief.

Sworn and subscribed to before me this 20th day of January, 1880.

A. WACHSMAN,
Notary Public.

EXHIBIT 8.

STATE OF MISSOURI, *County of Jackson*, ss :

I, John Kinney, of the county of Jackson, in the State of Missouri, upon oath state that I am well acquainted with James Bridger, formerly of Fort Bridger, in Wyoming Territory, but now residing in this county and State; that I was employed as a teamster in conveying stores to the army of Utah, under the command of General Albert S. Johnston, in the year 1857; that I remained with said army for a number of months at Fort Bridger.

That it was generally known and understood by all connected with said army, and I do believe, that the said James Bridger did rent or lease his property or premises called Fort Bridger to our Government for a term of years and for a stipulated sum, to be paid to him annually.

That there were valuable improvements upon said premises upon our arrival there, made by the said James Bridger, which to the best of my recollection consisted in thirteen houses, constructed out of heavy hewed logs, plank floors, and plank roofs, covered with earth and sod, which were inclosed by a stone wall, laid in cement, about 18 feet high by 5 feet thick, having bastions at each corner, and inclosing about 4,000 square feet of ground.

Also a corral for stock, about 200 by 300 feet square, likewise inclosed by a stone wall, laid in cement, about 10 feet high and 2½ or 3 feet thick, together with six outhouses, also built of heavy hewed logs; pastures and grounds.

In my judgment the above-named improvements on said premises could not at that time be placed there at a cost of less than \$20,000.

I am also convinced that our Government derived great benefit by leasing said premises, since it afforded shelter for the Government stores, to the troops and property, which otherwise would have been destroyed, and caused great suffering, if not destruction, to said army.

And that to the best of my knowledge the said James Bridger has not received any payment on account of said lease or rent of said premises, and that the Government has continued to occupy said premises up to the present date.

And I do furthermore state that I am not interested whatsoever in the claim of said James Bridger.

JOHN KINEY.

STATE OF MISSOURI, *County of Jackson, ss :*

Personally appeared before the undersigned, a notary public within and for the State and county aforesaid, who was qualified as such February 24, 1879, and whose commission expires February 24, 1883, John Kinney, who is personally known to me, and who, being duly sworn, upon his oath says that the foregoing statement is correct and true, to the best of his knowledge and belief.

Sworn and subscribed to before me this 21st day of January, 1880.

[SEAL.]

A. WACHSMAN,
Notary Public.

EXHIBIT 9.

STATE OF MISSOURI, *County of Jackson, ss :*

I, O. H. P. Rippetto, of the county of Jackson, in the State of Missouri, upon oath state that I am well acquainted with James Bridger, formerly of Fort Bridger, now in Wyoming Territory, but who now resides in the county of Jackson, in the State of Missouri; that I accompanied the so-called army of Utah, commanded by Albert S. Johnston, in the year 1857, as a wagon-master in the employ of John M. Wells, conveying Government stores for said army, and remained with said army at Fort Bridger for some time; that I always understood and believed that the said James Bridger had leased or rented his property called Fort Bridger to our Government for a term of years, and for a stipulated sum of money, to be paid to him annually; that on our arrival at Fort Bridger we found quite valuable improvements on said premises, which consisted, as nearly as I can remember, in thirteen houses, built of heavy hewed logs, floored with sawed planks, and covered with sawed planks and sod, which were inclosed by a stone wall laid in cement about 18 feet high and 5 feet thick, with bastions at each corner inclosing about 4,000 square feet of ground. Also, a strong corral for stock, about 200 by 300 feet square, inclosed in a like manner by a stone wall laid in cement and about 10 feet high and 2½ or 3 feet thick, together with six other out-houses, pasture, and grounds.

In my estimation the whole improvements on said premises, considering the price of labor and the remote distance from the States, could not be placed there at a cost of less than \$20,000.

I also state that I do believe that the Government was greatly benefited by leasing or renting said premises from James Bridger, by rendering shelter against the inclemency of the weather in that severe winter for the Government stores, the troops, and animals of said army, which otherwise would have certainly suffered severely.

And that to the best of my knowledge said James Bridger has not received any payment or recompensation on account of said lease or rent, and that the Government has continued to occupy said premises to the present day.

And I do furthermore state that I have no interest whatsoever in this or any other claim of the said James Bridger.

O. H. P. RIPPETO.

STATE OF MISSOURI, *County of Jackson, ss :*

Personally appeared before the undersigned, a notary public for and within the State and county aforesaid, who was qualified as such February the 24th, 1879, and whose commission expires February 24, 1883, O. H. P. Rippetto, who is personally known to me, and who, being duly sworn, upon his oath says that the foregoing statement is correct and true to the best of his knowledge and belief.

Sworn and subscribed to before me this 21st day of January, 1880.

[SEAL.]

A. WACHSMAN,
Notary Public.

EXHIBIT 10.

INDIAN TERRITORY, *Choctaw Nation, ss :*

I, Henry T. Chiles, of the Chickasaw Nation in Indian Territory, upon oath state: That I am well acquainted with James Bridger, formerly of Fort Bridger in Wyoming Territory, but now residing in Jackson County, Mo.; that I was at Fort Bridger in about the year 1857, carrying stores to said fort; that I always understood, and do believe, that the said James Bridger did rent or lease for a term of years, his premises, called Fort Bridger, to the Government of the United States. That there were valuable improvements at said Fort Bridger, consisting, as nearly as I can remember,

of a number of heavy log-houses, fortified by a stone wall about 18 feet high and having bastions on each corner, said wall encompassing a space of about 4,000 square feet. There was also a corral for stock inclosed by a stone wall about 10 feet high, and about 300 by 200 feet long, besides several log-houses outside the fort itself.

The whole improvements, owing to the remoteness from civilization and high price of labor out there at that time, could not have been placed there for a sum of less than \$20,000.

That to the best of my knowledge, he (Mr. Bridger) has not received payment for any part thereof, and that the Government has continued to occupy his premises to the present time. I do also state that I am not in anywise concerned or benefited by this or any other claim of the said James Bridger.

H. T. CHILES.

INDIAN TERRITORY, *Choctaw Nation*, ss:

Henry T. Chiles personally appeared before the undersigned, a United States commissioner for and within the county and Territory aforesaid, who is personally known to me, and who, being duly sworn, upon his oath says that the foregoing statement is correct and true to the best of his knowledge and belief.

Sworn and subscribed to before me this 30th day of March, A. D. 1880.

[SEAL.]

ISRAEL W. STONE,
United States Commissioner.

[S. 380, Forty-eighth Congress, first session. Report No. 21.]

EXHIBIT 11.

A BILL for the relief of James Bridger.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That James Bridger be, and he is hereby, authorized to commence his suit in the Court of Claims against the United States, at any time within one year after the passage of this act, for the value of the improvements by him erected and constructed at Fort Bridger, situated in Green River County, in the Territory of Utah, and appropriated by the United States to its own use; and the Court of Claims shall have jurisdiction to hear and determine the said claim free from the bar of the statute of limitations; and said claimant and the United States shall have the right to use as evidence before said court any papers or documents in the War Department in relation to said claim, and any other competent testimony relative to the claim; and said court shall render judgment in favor of said claimant for the value of said improvements as found by said court.

EXHIBIT 12.*

[Senate Report No. 21, Forty-eighth Congress, first session.]

A bill identical with this was favorably reported from the Committee on Claims of the House of Representatives June 12, 1880. A similar bill was favorably reported from this committee July 6, 1882.

The evidence in this case clearly establishes the following facts: About the year 1843 claimant located upon a tract of land situated in Green River County, now Utah Territory, and commenced the erection of a trading house and other buildings and improvements. From the date of said location said claimant resided at said post, and engaged in trade with the surrounding tribes of Indians, until in the fall of 1857, at which last mentioned date the improvements constructed by said claimant at said trading post consisted of thirteen spacious and substantial log-houses constructed out of hewed timbers; the roofs and floors were of sawed boards, which were sawed out with whipsaws; the roofs were also covered with sod to render them fire-proof. The houses were so located as to form a hollow square in the center of an area of about 4,000 square feet, all of which was surrounded with a strong, solid stone wall, laid in cement, about 18 feet high and 5 feet thick, with bastions at each corner. Outside of said wall was a strong corral for stock, about 200 by 300 feet square, inclosed in like manner by a stone wall laid in cement, about 10 feet high and 2½ or 3 feet thick, to-

* Exhibit 13 is a similar bill.

gether with six other outhouses. The testimony shows that these improvements were erected by said claimant, and were used by him as his residence and as a trading post, and were called and known as Fort Bridger. In the year 1857 the Army of Utah, commanded by General Albert S. Johnston, took possession of said premises on behalf of the United States, under a written contract of lease executed by claimant, of the one part, and Capt. John H. Dickerson, assistant quartermaster, United States Army, on behalf of the United States, of the other part.

The material portions of said written contract, so far as the claim of said Bridger is concerned, are as follows:

Said claimant leased to the United States for the term of ten years from the 18th day of November, 1857, a tract of land consisting of 3,898 acres and 2 roods, situated in Green River County, Utah Territory, and particularly described in a plot attached to said written contract and made a part thereof, upon which tract of land is situated Fort Bridger. By the terms of said contract the United States agreed to pay to claimant an annual rent for the use of said premises of \$600, the rent to commence as soon as claimant established his title to said tract of land to the satisfaction of the Quartermaster-General of the United States, or whenever the Attorney-General of the United States should pronounce the title good. It was further agreed by the contracting parties that the United States Government, through its agent, should have the privilege at any time within the period of said lease of purchasing said tract of land by paying claimant the sum of \$10,000. It is also provided by the terms of said contract that said lease might be terminated by the United States upon three months' notice by the Quartermaster-General of the United States Army, or by his agent, to claimant.

The United States have continued to occupy said premises from the day of the date of said lease to the present time, and are now enlarging it with a view to its permanent occupancy. The claimant has never established his title to the premises, but on July 14, 1859, less than two years after the date of said contract, the President declared it a military reservation, and that the General Land Office had never recognized any private claim in the vicinity of Fort Bridger; and, further, should any claims have existed in that locality, under the treaty of 1848 with Mexico, that no law existed for their adjustment. The testimony further shows that the cost of said improvements to said claimant was about the sum of \$20,000.

Claimant believing himself entitled to be paid for the use and occupation of Fort Bridger and the buildings connected therewith, and for the value of said improvements, made application to the War Department therefor, and was informed by a communication from the Secretary of War, dated February 21, 1873, that his failure to establish his title to the property in question previous to its being declared a military reservation precluded the Secretary of War from recognizing his claim to ownership or rent.

It may be, and really appears to be, a hardship upon claimant that he should be entirely deprived of the improvements erected by him, and of compensation for their use by the United States for a period of more than twenty years; yet the terms of said written contract clearly preclude him from a recovery according to the forms of law. The evidence upon which this report is founded consists of numerous affidavits, and communications from the War Department, together with a certified copy of the written contract.

Your committee believe that the ends of justice will be promoted by permitting the claimant to assert his claim in a court of justice, where witnesses can be subjected to cross-examination and the proper tests applied for the ascertainment of a just and equitable determination.

Your committee therefore recommend that the accompanying bill, as amended, be passed, permitting claimant to sue in the Court of Claims for the amount he believes himself entitled to, freed from the bar of the statutes of limitations, and that his case be heard by said court and judgment be given by the court in favor of claimant for the value of said improvements as found by the court.

EXHIBIT 14.

STATE OF MISSOURI, *County of Jackson:*

Personally appeared before me, George T. Purcell, a justice of the peace in and for the county and State aforesaid, Joseph T. S. Wright, a person well known to me to be respectable and entitled to full credit and belief, and after being duly sworn testifies as follows: My name is Joseph T. S. Wright; my age is fifty-three years; my post-office address is Oak Grove, Jackson County, Mo. In the year 1857 I was a soldier with Col. A. S. Johnston. We started for Utah in the month of August, 1857. I belonged to a battalion, four companies, commanded by Col. Barnett E. Bee. We started from Fort Leavenworth. We were overtaken by Colonel Johnston about 100

miles east of the south pass; we then all marched together; we arrived at Fort Bridger in November of the same year. The winter was so severe that when we got to Fort Bridger that Colonel Johnston concluded to remain there during the winter; we remained there until the next June, 1858. While we were there I understood from the officers of the command, as well as Captain Bridger, that the officers, Colonel Johnston and others, had leased the fort for ten years at \$600 per annum, and that the officers agreed to pay Captain Bridger \$10,000 for the fort and his improvements, if he could make a good title for the same. The improvements consisted, as nearly as I recollect, of some thirteen log-houses, strong, and hewed of heavy logs fortified by a stone wall, laid in cement, 18 feet high and 5 feet thick, inclosing an area of about 4,000 square feet; also a strong corral 200 by 300 feet square, used for stock, inclosed by a stone wall, also laid in cement, 10 feet high and 2½ feet thick, with other outhouses, all costing at least an outlay of \$20,000, considering the price of labor and the remote distance from the civilized world at the time it was built. I was well acquainted with Capt. James Bridger; he died in this county about six or seven years ago. I further state that I have no interest in the prosecution of this claim.

JOS. T. S. WRIGHT.

Subscribed and sworn to before me this the 17th day of May, 1886.

GEO. T. PURCELL,
Justice of the Peace, Blue Top, Jackson County, Mo.

STATE OF MISSOURI, *County of Jackson, ss:*

I, M. S. Burr, clerk of the county court of the county and State aforesaid, the same being a court of record, and having a seal, do hereby certify that George T. Purcell, esq., before whom the annexed instrument was proven or acknowledged, was at the date thereof a justice of the peace in and for said county, duly commissioned, qualified, and authorized to take acknowledgments and administer oaths, and I verily believe the signature thereto to be genuine. I further certify that the said instrument is duly executed according to the laws of the State of Missouri.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Independence the 17th day of May, 1886.

[SEAL.]

M. S. BURR,
Clerk.

EXHIBIT 15.

STATE OF MISSOURI, *County of Jackson:*

Personally appeared before L. F. McCoy, clerk of the circuit court, Joseph C. Irwin, well known to me to be respectable and entitled to full credit and belief, and after being duly sworn, testifies as follows:

My name is Joseph C. Irwin; my age is seventy years; I reside at Kansas City, Mo.; my post-office is Kansas City, Jackson County, Mo.; I have resided in this county for sixty years. I was a freighter across the plains for many years; I was the senior partner of the firm of Irwin, Jackman & Co., for transporting Government supplies to Utah and Mexico and other points west during the late war and a private freighter for many years prior to that time. I was well acquainted with James Bridger, the founder and builder of Fort Bridger, on the road to Salt Lake, in the Territory of Wyoming, and was with Col. A. S. Johnston's command in 1857, when his army reached the fort above mentioned and where he went into winter quarters; Mr. Bridger was with the command, employed as a guide. After Colonel Johnston went into winter quarters he leased the fort and all the buildings, consisting of a number of strong houses built of hewn timbers, substantially built, which was inclosed and fortified by a strong stone wall of great height and thickness, with bastion at each corner, and was so built to protect the owner from the attacks of the Indians. There was also a corral for stock, similarly inclosed with a stone wall; besides there were several buildings and outhouses of same construction as those inside the fort, which were occupied in former years by trappers and traders and other families, with splendid grazing grounds, with finest water and timber, and, considering the time and the great distance from any settlement when they were built, they must have cost many thousand dollars. I am well acquainted with the values of ranch property, and know that such property would then and now be worth \$25,000 or \$30,000. But I have no knowledge of what Colonel Johnston was to pay for the use of said property, or how long he rented it for. I have no interest, direct or indirect, in the prosecution of this claim.

JOSEPH C. IRWIN.

Subscribed and sworn to before me this 12th day of July, A. D. 1887.

L. F. MCCOY,
Clerk of the Circuit Court of Jackson County, Mo.

EXHIBIT 16.

[S. 480, Fiftieth Congress, first session.]

A BILL for the relief of James Bridger or his legal representatives.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That James Bridger, or his legal representatives, be, and he is hereby, authorized to commence a suit in the Court of Claims against the United States for the value of the improvements by him erected and constructed at Fort Bridger (and the rent of said premises by the United States Army), situated in Green River County, in the Territory of Utah, and appropriated by the United States to its own use; and the Court of Claims shall have jurisdiction to hear and determine the said claim free from the statute of limitations, and to adjudicate the same upon the basis of justice and equity, and render judgment thereon; and said claimant and the United States shall have the right to use as evidence before said court any papers or documents in the War Department in relation to said claim, and any other competent testimony relative to the claim; and said court shall render judgment in favor of said claimant for the value of said improvements as found by said court, and from any judgment that may be rendered in said cause either party thereto may appeal to the Supreme Court of the United States: *Provided,* That such appeal shall be taken within sixty days from the rendition of said judgment.

EXHIBIT 17.

The claim of James Bridger (S. 480, Fiftieth Congress) has been pending in Congress many years, and there were some ten or twelve affidavits on file in the case, which were referred by the Committee on Claims in the House, Forty-eighth Congress, to Hon. Thomas P. Ochiltree for examination and report, when he lost all of said affidavits with other papers, and the same can not now be found anywhere. That said affidavits set forth in substance as in Senate Report No. 21, Forty-eighth Congress, first session, the following facts, to wit: That James Bridger located in Green River country, Utah Territory, in 1843 (where Fort Bridger now stands), and commenced and finished Fort Bridger, "which consisted of thirteen spacious and substantial log-houses constructed out of hewed timber." "The houses were so located as to form a hollow square in the center of an area 4,000 square feet, all surrounded with a solid stone wall, laid in cement 18 feet high and 5 feet thick, with bastions at each corner. Outside of said wall was a strong corral for stock, about 200 by 300 feet square, inclosed in like manner by a stone wall laid in cement, about 10 feet high and 2½ or 3 feet thick, together with six other outhouses." These last affidavits showed that "these improvements were called and known as Fort Bridger. In the year 1857 the army of Utah, commanded by General Albert S. Johnston, took possession of said premises on behalf of the United States under a written contract of lease executed by claimant of the one part and Capt. John H. Dickerson, assistant quartermaster, U. S. Army, on behalf of the United States, of the other part."

This lease was for ten years from 18th of November, 1857, to include a tract of land, 3,898 acres, upon which Fort Bridger was situated.

In this instrument the Government was to pay claimant an annual rental of \$600. It was agreed also that during the period of said lease the United States had the privilege of purchasing said land for \$10,000, as soon as title was established or acquired by claimant, which latter was prevented by the President declaring it a military reservation, July 14, 1859. That he was further prevented from completing his title because of the loss of his agreement with the governor of Chihuahua, Mexico, who agreed to grant to him near 5,000 acres of land in Green River country (including the land where Fort Bridger now stands), in consideration of his planting his colony at said point. The establishment of a military reservation over said lands defeated any rights he might have under the treaty of 1848 with Mexico.

The evidence further shows that these improvements cost claimant about \$20,000, and from the statement of the Commissioner of the General Land Office could not acquire title because there was no way to do so at that date; the Territorial organization was not then effected and no facilities existed for the survey of this land, and hence no possible way for claimant to perfect his title for the various reasons above enumerated.

CHAS. M. CARTER,
Attorney for Claimant, room 65, Corcoran Building, City.

EXHIBIT 18.

IN THE MATTER OF THE CLAIM OF JAMES BRIDGER.

Honorable COMMITTEE ON CLAIMS,
United States Senate :

Under the auspices of the governor of Chihuahua, in 1843, before the Mexican war, Capt. James Bridger was induced under a promise by the Government of a large grant of land to establish a colony in Green River country, Utah, then Mexican territory, which he did at great expense, and erected Fort Bridger for protection against Indians, at a cost of over \$20,000.

Under the Spanish rule he was to plant said colony and retain possession of the country for a term of years before he was to receive the title to that grant.

The Mexican war entirely changed his plans, as under the treaty of 2d February, 1848, his possessions became a part of the United States territory. He then felt easy, as he was protected in all his possessory rights by treaty, and as it was generally understood that the protective policy of the United States (which protected the persons and property of the Spanish and French subjects in the acquisition of Florida and Louisiana) would be also extended over all who came under our flag from Mexico. In this belief he rested contented, as he believed himself under the most liberal and just Government on earth. By treaty he became an American citizen without doing a thing on his part. Continuing on in possession of his property, the possession was guaranteed to him by said treaty, until, shortly after peace was declared, the Mormon troubles broke out, when his relations were again disturbed by the U. S. Army quartering in his fort in 1857.

Being an illiterate man (as will be seen from making his mark to the lease), these intelligent Army officers ingeniously worded the lease of his property to suit alone the interests of the Government, and got possession of a property in which he had put his earnings of a lifetime—his all on earth. Two years after this possession by the Army, the President, in violation of the sacred treaty stipulations, as will be seen hereafter, declared it a military reservation, thus defeating all efforts to complete his title, commenced under the Spanish laws and to be completed under ours.

This ruined him completely; it was his financial death-blow, from which he never afterward recovered. He died disheartened, leaving a destitute family, at the lack of good faith on the part of the United States Government.

The fact that the Government officers leased this property in question at \$600 per year, and were to pay \$10,000 for it if they purchased, shows that it was regarded as very valuable and of great use to the Army. The strong and well-built stone wall, well laid in cement, was 18 feet high and 5 feet thick around an area of 100 feet square, and was pronounced the strongest fort of the kind in the West. The transportation of the cement, some thousands of miles over a wild country, with which to construct that cemented stone structure, cost alone several thousand dollars. The construction of this fort—the wall alone—in the wilderness, where material was so costly and so inaccessible, would be reasonably worth, from builders' estimates, \$18,000.

As a former citizen of Mexico he is entitled to have his rights respected and protected by treaty of 2d February, 1848. This treaty, among other things, declares (Art. VIII), that "property of every kind now belonging to Mexicans not established there (in United States) shall be inviolably respected. The present owners, the heirs of those, and all Mexicans who may hereafter acquire said property by contract shall enjoy with it guaranty equally ample as if the same belonged to citizens of the United States." Article IX declares that "the Mexicans who * * * shall be incorporated into the union of the United States" shall "be admitted * * * to the enjoyment of all the rights of citizens of the United States according to the principles of the Constitution, and in the meantime shall be maintained and protected in the free enjoyment of their liberty and property."

It was further stipulated that "all persons whose occupations are for the common subsistence and benefit of mankind shall be allowed to continue their respective employments, * * * nor shall their houses or goods be burned or otherwise destroyed, nor their cattle taken, nor their fields wasted; * * * but if the necessity arises to take anything from them for the use of such armed force, the same shall be paid for at an equitable price." And that these treaty stipulations (Article XXII) "are to be as sacredly observed as the most acknowledged obligations under the laws of nature or of nations."

We ask for the protection of the sacred rights of this Mexican subject; that the provisions of this treaty "be sacredly observed."

Under the laws of Mexico, and under its sanction and protection, he erected this fort and planted this colony, and had Mexico retained possession of the country his agreement with that Republic would have been carried out, and he to-day would be possessed of 3,898 acres of land. But by treaty he was made a citizen of the United

States, and it is expected that the provisions of the treaty will be carried out if claimant so desires it.

"According to the modern law of war, the conquering state acquires the sovereign and absolute power over the conquered state, but it can not, in any wise, dispose of the private rights of the conquered subjects." (Lawrence's *Wheaton Int. Law*, 683, note 207.)

Grotius says that "by the consenting testimony of all ages and nations, good faith ought to be observed towards the enemy."

Bynkershoek holds that every other sort of fraud may be practiced toward him, but he "prohibits perfidy." "I allow of any kind of deceit," said he, "perfidy alone excepted; not because anything is unlawful against an enemy, but because when our faith has been pledged to him so far as the promise extends he ceases to be an enemy." (*Wheaton's Int. Law*, 685, and other authorities.)

The faith of this Government is pledged to protect this conquered subject in all of his rights. All law writers are overwhelmingly in support of this treaty obligation.

"The Constitution declares a treaty to be the law of the land." (Marshall, *C. J.*, 2 Peters, 314).

In conclusion, under the sacred provisions of that treaty this Government is not only pledged, but bound, to restore to James Bridger and his heirs whatever possessory rights he had under the Spanish laws, to wit: A patent to that 3,898 acres of land where Fort Bridger now stands, which was taken from him in violation of all treaty provisions, the highest law we have. To fail to do so, according to the highest law writer on international law, the nation would be guilty of "perfidy." This land was to have been granted to him by Mexico, and under the provisions of the treaty this Government is bound to issue a patent to this grant or pay the value thereof. (Art. IX). There can be no other construction.

But claimant is moderate in his demands, and only asks to have the privilege of suing in the courts for perhaps one-tenth of his legitimate rights under that treaty.

Respectfully submitted.

C. M. CARTER,
Attorney for Claimant.

NOTE.—Hon. T. P. Ochiltree, to whom this case was referred last session, lost all the papers therein and can not now be found. Upon these proofs three favorable reports were made and the bill, passed the House twice and Senate once, but not the same session. If not enough evidence before the committee upon which to base a favorable report, please do not report until we have time to file other evidence, which may be difficult to obtain.

EXHIBIT 19.

STATE OF MISSOURI, *County of Jackson, ss:*

Daniel M. Ross, being duly sworn, says that he was well acquainted with James Bridger at his fort bearing his (Bridger's) name in 1857, when the Utah army took possession of said fort; that the said Fort Bridger consisted of thirteen log-houses built and located so as to form a hollow square in the center of an area of about 4,000 feet square, all of which was surrounded with a strong, solid stone wall, laid in cement, about 18 feet high and 5 feet thick, with bastions at each corner. Outside said wall was a strong corral for stock about 200 by 300 feet square, and inclosed in like manner by a strong stone wall, laid in cement, about 10 feet high and about 2½ or 3 feet thick. There were also other outhouses.

Some of the houses were destroyed by the Mormons, but the walls were in good condition when the said army took possession of them.

The cement used in said walls was very expensive in that remote Territory, as it had to be transported an enormous distance, and likewise the large quantity of stone. Skilled labor commanded high wages, and said walls must have cost, and were worth when taken by the said army, at least \$30,000.

DANIEL M. ROSS.

Witness to signature:
JAMES H. O'BREIN.

STATE OF MISSOURI, *County of Jackson, ss:*

On December 7, 1888, personally appeared before me, Henry P. Scott, a notary public in and for the said county and State, Daniel M. Ross, who subscribed his name and made oath to the foregoing statement; and I further certify that said Daniel M. Ross is a worthy citizen and is entitled to credit. Witness my hand and notarial seal.

[SEAL.]

HENRY P. SCOTT,
Notary Public.

My commission expires July 9, 1892.

EXHIBIT 20.

WASHINGTON, D. C., *January 12, 1889.*

SIR: In answer to yours of the 11th instant I have to say that it is impossible for me to obtain more definite evidence than that on file relative to the cost of construction of Fort Bridger and its value at the time the U. S. Army took possession in 1857, for the reason that since this claim has been pending before Congress Capt. James Bridger and nearly all of his witnesses have died.

I remain yours, respectfully,

C. M. CARTER.

General B. C. CARD,
Deputy Quartermaster-General, U. S. Army.

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