

War Drums and Wagon Wheels

THE STORY OF RUSSELL, MAJORS AND WADDELL



By Raymond W. and Mary Lund Settle

ABOUT THE AUTHORS

RAYMOND W. SETTLE, who is a native of Missouri, and MARY LUND SETTLE, originally from Pennsylvania, now live in Monte Vista, Colorado. They have written extensively about all phases of transportation in the West. "We began research on Alexander Majors about 1936," they write the publisher. "In 1942 we moved to Lexington, Missouri, where we found the Waddell Collection, which led us to broaden our conception of the subject: We would write a book on the firm of Russell, Majors & Waddell rather than on a single individual. In pursuit of that idea we have worked with county records, old newspapers, hundreds of photostats from the National Archives in Washington and the New York Public Library, and with certain important books. We have also worked in the public libraries in Lexington, Independence, and Kansas City, Missouri; in Leavenworth, Kansas, and in Denver, Colorado, as well as in the State Historical Societies of Colorado and Kansas. We also secured material from Salt Lake City, San Francisco, and the Bancroft Library, and had numerous personal interviews. This and other research provided material for *Empire on Wheels* (1949), *Saddles and Spurs* (1951), and now *War Drums and Wagon Wheels*. . . . One of our major purposes in the present book was to make available a portion of the vast amount of manuscript material in our files to scholars, librarians, collectors of books on Western history, and students. There is no doubt that we own the largest private collection of material on Russell, Majors & Waddell in existence."

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The Story of Russell, Majors and Waddell

By Raymond W. and Mary Lund Settle

In telling the story of the rise and fall of the famous freighting firm of Russell, Majors & Waddell, the authors also present a first-rate history of transportation on the Great Plains during the developmental years of the nineteenth century—specifically from 1822, when William Becknell took the first wagon train to Santa Fe, up to the coming of the railroads.

Starting from a few small trading parties to Santa Fe, within three decades traffic on the Plains, both civilian and military, swelled from a trickle to a torrent. In 1848 the first government contract was given to James H. Brown, who combined with William H. Russell the next year. In 1854 Russell formed a partnership with William B. Waddell and Alexander Majors to undertake the most extensive government freighting contract let in the United States up to that time. Operating out of its headquarters at Leavenworth, Kansas, Russell, Majors & Waddell immediately became the largest and most influential freighting firm on the frontier.

For the six years of existence—during which it monopolized military freighting to the West—this company did far more than any other private concern to organize and systematize the handling of great wagon trains upon the road. Moreover, the firm's financial transactions, which exceeded an average of more than two million dollars a year, promoted the banking business in Westport, St. Joseph, Lexington, and other western Missouri towns, as well as in St. Louis and Eastern cities. Its purchases of wagons stimulated the market for them in St. Louis, Philadelphia, and Pittsburgh; and the vast number of oxen, horses, and mules it bought underwrote the stock-raising

and agricultural industry of western and central Missouri. At one time, according to Horace Greeley, the firm employed 6,000 men and owned 75,000 oxen.

Engaged primarily, though not exclusively, in freighting military supplies for the War Department, in 1855 and 1856 Russell, Majors & Waddell held government contracts to deliver supplies to every military installation west of the Missouri from El Paso to Fort Hall. The heavy losses the partners sustained in supplying General Johnston's Army of Utah during the so-called Mormon War in 1857 and 1858 were the direct cause of the disastrous series of events that ended in the total ruin of the company. But before it finally went under, Russell, Majors & Waddell had contributed significantly to the development of the West, not only through its role in linking new frontiers to the nation, but by virtue of the stimulus to the economy that its operations created.

The authors have drawn extensively on a store of hitherto unpublished manuscript materials in their account. The fruit of nearly thirty years of research, *War Drums and Wagon Wheels* constitutes a fascinating record of the hows and whys of large-scale freighting on the Great Plains, as well as illuminating an important phase of Western American history.

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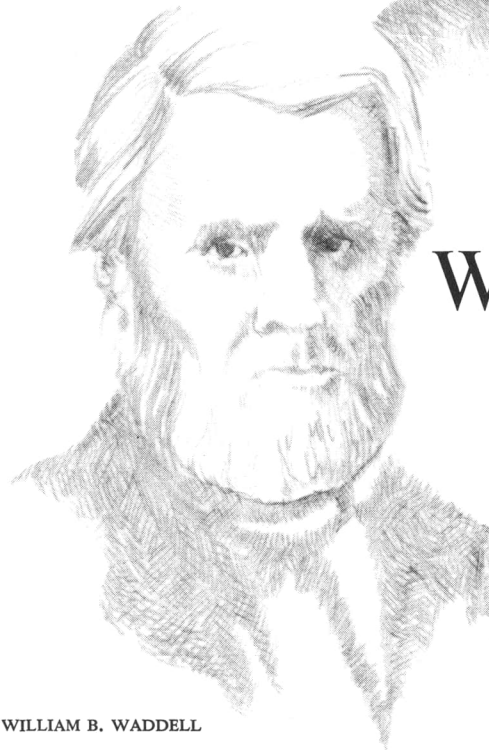
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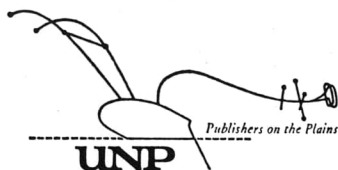
ALEXANDER MAJORS

WAR DRUMS AND WAGON WHEELS

THE STORY OF RUSSELL, MAJORS AND WADDELL

by RAYMOND W. AND MARY LUND SETTLE

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MANUFACTURED IN THE UNITED STATES OF AMERICA

To our grandchildren—William Edward,
John Raymond, Mary Myrtle, Thomas
Rogers, Douglas Rice, and Catherine
Anne Sharp and Mark Lyn Bricker—this
book is affectionately dedicated

Preface

The rise and fall of the great freighting firm of Russell, Majors & Waddell, 1855-1861, is one of the most fascinating and significant episodes in the history of the American West. At the beginning of this six-year period, transportation on the Great Plains, both civilian and military, had burgeoned to immense proportions; in addition, swarms of immigrant wagons were moving westward toward Colorado, California, and Oregon. As a consequence, by 1855 the business of supplying the wagons, the thousands of oxen, horses, and mules, the foodstuffs, and the other items of equipment had become a dominant factor in the economic structure of western Missouri.

With the formation of the partnership in 1854, Russell, Majors & Waddell at once became the largest and most influential freighting firm on the western frontier. Its purchase of thousands of wagons promoted the market for them in St. Louis, Philadelphia, and Pittsburgh. The vast number of oxen, horses, and mules it required underwrote the stock-raising and agricultural industry of western and central Missouri. The firm's financial transactions, which averaged more than two million dollars a year, greatly stimulated the business of banks in Westport, St. Joseph, Lexington, Glasgow, and other western Missouri towns, as well as in St. Louis, Philadelphia, Pittsburgh, Washington, New York, and Boston.

In appraising the work of this remarkable firm, it should be borne in mind that the partners were primarily, though not exclusively, engaged in freighting military supplies for the War Department. Their other interests, such as stores, stage lines, express companies, and mail contracts, all proved to be unfortunate ventures. The history of Russell, Majors & Waddell would no doubt have been quite different if the partners had built more firmly on the framework of their military-contract business.

One of the purposes in writing this volume has been to release a

quantity of original manuscript material, unlisted elsewhere as we go to press, including the collection of more than a thousand items from the old files of William B. Waddell. The files were the property of the late Mrs. William B. Waddell II of Lexington, Missouri; with her gracious permission the authors made copies of the collection for their own library. Mrs. Waddell later deposited her holdings in the Huntington Library, San Marino, California, where the material may be seen today. During more than five years' residence in Lexington, the authors carried out a program of fruitful research in the records of Lafayette, Jackson, Ray, and Buchanan counties, Missouri, in files of old newspapers, and other sources. Hundreds of photostats from New York, Washington, Denver, and other places also were secured.

In assembling the material on which this volume is based, the authors are deeply indebted to many friends who lent generous assistance. Special acknowledgments are due Mrs. Waddell for the loan of the Waddell Collection; the Lexington Historical Society for the use of newspapers and the Aull Collection; Mrs. J. W. Russell, Mrs. Fanny Bane, and the late Miss Sarah Russell for the use of family records, etc.; Miss Louisa Johnston for the use of material and photographs relating to Alexander Majors; Floyd C. Shoemaker, former secretary of the Missouri Historical Society; LeRoy R. Hafen, for many years director of the Colorado State Historical Society, now professor of history at Brigham Young University; Miss Stella M. Drumm, of the Missouri Historical Society, now retired; Leslie E. Bliss, of the Huntington Library; Miss Opal Carlin, librarian, William Jewell College; Miss Louise Kampf, librarian, Colorado College, now retired; Miss Julia T. Lynch, librarian, Public Library, Salt Lake City; Paul North Rice, librarian, New York City Public Library; Arthur H. Cole, librarian, Graduate School of Business Administration, Harvard University; and Gerald J. Davis, National Archives, Washington, D.C.

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WAR DRUMS AND WAGON WHEELS

CHAPTER ONE

Wagon Wheels West

When William Becknell set out from Franklin, Missouri, on September 1, 1821, heading a trading and trapping party into the yet nebulous, largely unexplored Southwest, he had no inkling that Destiny had selected him to bear the honorary title "Father of the Santa Fe Trade." Indeed, there is no documentary evidence that he had any intention whatever of going to Santa Fe.

An Indian fighter of long experience and a veteran of the War of 1812, Becknell had settled in the Boone's Lick country of western Missouri some time after the war and by 1819 had a salt-making operation going at the famous Boone's Lick Spring. Just when and why he decided to recruit a party for a trading venture is impossible to say, but on June 25, 1821, he placed in the *Missouri Intelligencer* "An article for the government of a company of men destined to the westward for the purpose of trading for Horses and Mules, and catching Wild Animals of every description." His proposal read:

Every man will fit himself for the trip, with a horse, a good rifle, and as much ammunition as the company may think necessary for a tour or 3 months trip, and sufficient cloathing [*sic*] to keep him warm and comfortable. Every man will furnish his equal part of the fitting out of our trade, and receive an equal part of the product. If the company consists of 30 or more men, 10 dollars a man will answer to purchase the quantity of merchandise required to trade on.

No man shall receive more than another for his services, unless he furnishes more, and is pointedly agreed on by the company before we start. . . . It will be necessary that every man shall be bound in a penalty of fifty dollars . . . if he signs and does not perform the trip, unless some unavoidable accident occurs. . . .

It is requisite that every 8 men shall have a pack horse, an ax, and a tent to secure them from the inclemency of bad weather.

I think it necessary for the good order and regulation of the company that every man be bound by an oath to submit to such orders and rules as

the company when assembled shall think proper to enforce. It shall be my business to apply to the governor for permission to proceed on as far as we wish to go. Signers to the amount of 70 will be received until the 4th of August, when every man wishing to go is requested to meet at Ezekiel Williams', on the Missouri, about five miles above Franklin, where we will procure a pilot and appoint officers to the company.¹

There is no reason to believe that Becknell intended anything beyond what he specifically set forth in the "article." Although he planned to secure a license from the governor of Missouri to trade with friendly Indians on the Arkansas River, it would give him no authority to enter New Mexico. Since the region from the Great Bend of the Arkansas to the mountains was the main hunting ground of many of the Plains Indians—among them the Cheyennes, the Arapahos, the Kiowas, and the Comanches—the members of the party knew they would find plenty of horses and mules there, as well as buffalo, elk, deer, and antelope. Moreover, the meager equipment specified and the small amount of goods to be carried would indicate neither that Santa Fe was their destination nor that they intended to spend the winter in the mountains. And further, so far as they knew at the time, American traders were forbidden under severe penalties to enter New Mexico. Ruling out all speculation and taking into account only documented facts, the reasonable conclusion is that Becknell originally intended nothing more than a three-month trading expedition along the north side of the Arkansas River within the boundaries of the United States.

On August 4 seventeen men—Becknell's Boone's Lick neighbors—met at the appointed place and elected Becknell their captain. A second meeting was held on August 18 to elect two lieutenants. No account of it exists, but the final starting point and time were probably fixed then. Since no roster of the party survives, the exact number of men enrolled and their identity remain in doubt.

Unbeknownst to Becknell, at this same time two other expeditions into the Southwest were being readied at Fort Smith, Arkansas. One was led by Hugh Glenn and Jacob Fowler, who furnished supplies to various forts on the Mississippi and Arkansas Rivers, and who had opened a trading post on the Verdigris River, in what is now Oklahoma. Ostensibly the purpose of their twenty-man expedition was to trade on the upper Arkansas, but it is generally assumed (although there is no documentary proof), that they planned from the beginning to go to

¹ F. F. Stephens, "Missouri and the Santa Fe Trade," *Missouri Historical Review*, XI (1916), 292-293.

Santa Fe. The second expedition was led by Thomas James, also a trader, and its announced destination was Santa Fe.

The rendezvous and starting point for the Becknell expedition was probably the ferry at Arrow Rock, about twelve miles upriver and west of Franklin. On September 1, 1821, the party crossed the Missouri River and headed due west across the country to Fort Osage, where they veered to the southwest.² By the time they passed the headwaters of the Osage nearly all the men had become ill from the change in diet and manner of living, but they traveled on. On September 24 they reached the Arkansas River, probably in the neighborhood of present-day Hutchinson, Kansas. Turning upstream, they intercepted the route that would soon be called the Santa Fe Trail. Swinging around the Great Bend, they passed the future site of Dodge City and about the first of November made camp at the mouth of El Río de las Animas Perdidas en Purgatorio (the River of Lost Souls in Purgatory)—known to the French as the Purgatoire and corrupted to “Picketwire” by the Americans. This was Lieutenant Zebulon Montgomery Pike’s “First Fork of the Arkansas” and one of the roads to Santa Fe.

Winter was now imminent, the men were trail-worn, and the horses were broken down. What was worse, the party had encountered no Indians; the tribes usually encountered in the vicinity had completed their fall hunts and had gone upstream to attend a great fair, or trading rendezvous, below the present city of Pueblo, Colorado. Apparently somewhere downstream Becknell, taking into account that his men were sick and their horses about finished, had decided to risk going on to Santa Fe rather than attempt the winter trip back across the Great Plains. After spending one night at the mouth of the Purgatoire, the party hastened upstream toward the Raton Mountains. Crossing Raton Pass, they continued south and on November 13, near San Miguel, met a party of Spanish troops, who received them kindly.

The following day, after Becknell hired a Frenchman to accompany them as interpreter, the party moved on to Santa Fe, where they were

² “The Journals of Capt. Thomas [William] Becknell from Boone’s Lick to Santa Fe, and from Santa Cruz to Green River,” *Missouri Historical Review*, IV (1910), 65–84. Crediting these journals to Thomas Becknell was an error. Richard S. Brownlee, secretary of the Missouri State Historical Society, in reply to an inquiry from the authors, said, “Research here . . . indicates it should have been ‘William’ rather than Thomas Becknell. . . . We can find no reference to a Thomas Becknell” (Richard S. Brownlee to the authors, September 1, 1960).

See also *Missouri Historical Collections*, II (1906), 55–67.

“received with apparent pleasure and joy.”³ Becknell and his men were the first American traders ever to enter Santa Fe without being arrested and jailed. To the contrary, Governor Facundo Melgares invited Becknell to the old Palace of the Governors and expressed the hope that commercial relations could be established between the United States and Mexico. He even offered to assist Americans who wished to immigrate, for on September 27, while Becknell was traveling across the plains, Mexico had become independent of Spain, and the Governor had rescinded the restrictions on trade with the United States and other countries.⁴

To Becknell's great delight, he quickly disposed of his small stock of goods at an enormous profit. On December 13 he and another member of his party, one M'Laughlin, set out for home, leaving the others to spend the winter in San Miguel. They made the journey safely, arrived in Franklin on January 31, and electrified the Boone's Lick country with the report that Santa Fe was no longer closed to American traders.

In the meantime, shortly after Becknell's departure for Missouri, Thomas James' party reached Santa Fe. Instead of following the Arkansas River route, they had ascended the Cimarron westward to San Miguel and proceeded from there to Santa Fe. As for the Glenn-Fowler expedition, they had left Glenn's trading post on the lower Verdigris on September 25. Ascending that stream to its headwater, they then crossed over to the Arkansas, which they followed to the site of present-day Pueblo, Colorado, where they found Indians by the thousands.⁵ A party of Spanish traders (*comancheros*) from Taos and Santa Fe, who had come out to trade with the Indians, passed on the word that Mexico had gained her independence from Spain and Santa Fe was no longer closed to American traders. When the *comancheros* returned home on January 2, 1822, Glenn and four members of his party went with them. Fowler and the rest went only as far as Taos.

Before Becknell had left Santa Fe, he had decided that not only would he make another trip, but that he would transport his goods in wagons. This decision, the most important result of his first trip, remains his chief claim to fame. Having enlisted twenty-one men, each of whom contributed a sum of money to the venture, Becknell made up

³ “The Journals of Capt. Thomas Becknell,” p. 77.

⁴ *Ibid.*, pp. 77–78.

⁵ *The Journal of Jacob Fowler*, ed. Elliott Coues (New York: Harper, 1899), pp. 51 ff. The Glenn-Fowler party encountered the Indians at their trade rendezvous about three weeks after Becknell's party had passed the mouth of the Purgatoire.

a second party and loaded three wagons with \$3,000 worth of goods.⁶ On May 25, the ideal time of year for starting a trip across the Great Plains, the caravan set out. Buffalo stampeded the horses; Indians harassed the party; and the men almost perished on the Cimarron Cutoff from thirst and exhaustion. But upon their arrival in Santa Fe, they disposed of their goods at 2,000 per cent profit, one man realizing \$900 on a \$60 investment.⁷ Becknell sold for \$750 a wagon which had cost him \$150 in Missouri. His wagons were the first vehicles of that type ever seen in New Mexico.

On both journeys Becknell looked at the country with the eye of a topographer. He recorded in his journal that "an excellent road may be made from Fort Osage to Santa Fe. Few places would require much labor to make them passable, and a road might be laid out as not to run more than thirty miles over the mountains."⁸ What he was thinking about, as later events proved, was a wagon road—something no one else had ever considered. Up to the time of Becknell's second trip, parties going to Santa Fe had used pack horses for transporting their goods. Although this method was practicable, it entailed unloading the horses each afternoon and reloading them the following morning. Furthermore, one wagon carrying 2,000 pounds of goods could easily, and much more safely, transport as much as six pack horses.

From Becknell's first train of three wagons in 1822, the Santa Fe trade increased sharply in succeeding years. In 1843, Josiah Gregg tabulated the statistics from 1822 to 1837 as follows:⁹

Year	Amt. Mdse.	Wagons	No. Men	No. Proprietors
1822	\$15,000	3	70	60
1823	12,000	3	50	30
1824	35,000	26	100	80
1825	65,000	37	130	90
1826	90,000	60	100	70

⁶ Stephens, "Missouri and the Santa Fe Trade," p. 295. For Becknell's account of his second trip to Santa Fe, see "The Journals of Capt. Thomas Becknell," pp. 79-81.

⁷ Stephens, "Missouri and the Santa Fe Trade," p. 302.

⁸ "The Journals of Capt. Thomas Becknell," p. 81.

⁹ *The History of Jackson County, Missouri* (Kansas City: Union Historical Co., 1881), p. 394, quoting Josiah Gregg, *Commerce of the Prairies*.

The merchandise transported to Santa Fe was valued at cost in eastern markets. When freight to Missouri, cost of wagons, teams, provisions, wages of employees, and cost of outfits for them were added, the margin of profit was not as great as one might think. The average gross returns from the undertaking were rarely more than 50 per cent, which might leave a net profit of 20 to 30 per cent.

Year	Amt. Mdse.	Wagons	No. Men	No. Proprietors
1827	\$85,000	55	90	50
1828	150,000	100	200	80
1829	60,000	30	50	20
1830	120,000	70	140	60
1831	150,000	130	320	80
1832	140,000	70	150	40
1833	180,000	105	185	60
1834	150,000	80	160	50
1835	140,000	75	140	40
1836	130,000	80	135	35
1837	150,000	80	160	35

The wagons first employed in the Santa Fe trade were ordinary farm vehicles drawn by one or two teams of horses. The Pittsburgh wagon, so called because it was manufactured in the Pennsylvania city by that name, was introduced in 1824. Sturdily built, it was capable of transporting one and a half to two tons, and was drawn by six horses or mules. In later years Conestoga wagons with double that capacity were used.

It was on the Santa Fe Trail, in the early years of trade with the New Mexican capital, that the techniques of travel and the handling of wagons and animals on the long haul across the Great Plains were learned. Initially, parties traveled independently of each other, but they soon began to combine their small trains to form caravans of sufficient size and strength to ensure their safety from Indian attack. Although the first few trains set out early in September, it was found that the first of May was the best time to leave from the Missouri River. Assembling at a previously announced rendezvous, the members of the wagon train elected a captain, usually a man experienced in travel on the plains. Each man furnished his own rifle and supply of ammunition, and each was expected to take his turn at standing guard at night. In fact, guard duty was required even of passengers who had no financial interest in the caravan.

Although trains varied in size, experience proved that a train of twenty-five wagons was most practicable, for it was large enough to ensure reasonable safety from attack, yet small enough to allow for sufficient grazing and water along the road for the animals. (See "Instructions to Wagonmasters and Others Etc.," Appendix A, pp. 174-177.)

One of the most valuable techniques developed was the formation of

an enclosure, or corral. Upon approaching a camping place, a large train would break into two columns, one swinging to the right and the other to the left, each forming a semicircle. The inside front wheel of each wagon was locked to the outside rear wheel of the wagon ahead of it, with the animals left to graze on the outside of the circle thus formed. One or two openings, or gates, were made by leaving a gap between two wagons so that the animals might be driven inside the corral, whereupon the gaps were closed, and the enclosure was complete. By this maneuver a safe place was provided for the animals at night, or any other time it was required. In addition, a corralled wagon train constituted a strong fortification in the event of attack by Indians. In all the history of the West few corralled trains were captured or destroyed.

From the very beginning the problem of Indian depredations figured largely in the hazards of a trip to Santa Fe. From 1822 on, it was seldom that a party of traders made the trip without the loss of a number of horses and mules, if not some member of the party. The first step toward securing protection for the caravans was the conclusion of treaties in 1825 with the Little and Great Osages for a right of way and safe passage for traders through their territory. Similar treaties were also made with the Sioux, the Cheyennes, the Crows, the Otoes, and the Missouris, who promised "peace and safety to all American citizens passing to and from New Mexico."¹⁰ These treaties, entered into with great expectations, proved to be a disappointment. Some of the signatories did not observe them; and the Comanches, who lived beyond the jurisdiction of the United States and with whom no treaty had therefore been made, continued their depredations.¹¹

The answer to the problem was obviously not treaties, but military escorts. On November 1, 1824, Governor John Miller declared in his biennial message to the Missouri state legislature that protection other than that provided by the traders themselves was needed. He recommended the establishment of a military post garrisoned by fifty or sixty men at the Cimarron Crossing of the Arkansas River. The legislature took no action, but United States Senator Thomas Hart Benton of Missouri did. He sent that portion of the Governor's message relating to the establishment of a military post to Secretary of War Barbour, with

¹⁰ "Indian Treaties and Councils Affecting Kansas," *Collections of the Kansas State Historical Society*, XVI (1923-1925), 746-772.

¹¹ Jealousy because other Great Plains tribes had received presents from the Americans and they had not perhaps had something to do with the Comanches' hostile attitude.

the recommendation that it be adopted. In addition, Senator David Barton, also of Missouri, presented a resolution instructing the Senate Committee on Military Affairs, of which Benton was chairman, to inquire into the feasibility of establishing such a post. The resolution was referred to General Jacob Brown, ranking officer of the Army, who reported on it favorably. There the matter rested.¹²

Losses on the Santa Fe Trail increased so markedly in 1827 and 1828 that the Missouri legislature on December 26, 1828, addressed a memorial to the United States Senate requesting the establishment of a military post on the Arkansas River and an annual escort of seventy or eighty men for the Santa Fe traders. Although, as before, Congress provided no help, relief was forthcoming from another source. A few days after Andrew Jackson's inauguration as President on March 4, 1829, Secretary of War John H. Eaton issued an order directing General Henry Atkinson, commandant of the Western Division of the Army, to detail four companies of infantry to accompany the annual caravan of traders as far as the Mexican boundary on the Arkansas River.¹³ It was hoped that the governor of New Mexico would send an escort to accompany the wagon train the rest of the way to Santa Fe.

In compliance with the order, General Atkinson instructed Major Bennett Riley, commander of the 1st Battalion of the 6th Infantry (about 180 men), then in camp at Jefferson Barracks, St. Louis, Missouri, to proceed to Cantonment Leavenworth, as it was then called, to make preparations for the long march. For eight years the Santa Fe Trail had been exclusively an international highway of commerce along which goods flowed in both directions between Santa Fe and the Missouri River; now it was to become a military road.

General Atkinson's orders did not specify the exact distance Riley was to march, but it was between three hundred and four hundred miles to the Cimarron Crossing. The march would be through wholly uninhabited country, and the escort detail would have to carry food and supplies for the entire journey in wagons. Nobody knew yet whether a military unit could march that far from its base and back without replenishing its supplies. Traders had made the trip to Santa Fe many times, but they had always obtained fresh provisions before starting back. Riley, however, had to leave Cantonment Leavenworth with sufficient supplies to last until his return; he thus became the first freighter of military stores on the Great Plains.

¹² Stephens, "Missouri and the Santa Fe Trade," pp. 247-248.

¹³ *Ibid.*, pp. 250-251.

The first of the escort to leave Jefferson Barracks was Quartermaster Francis J. Brooke, who set out for western Missouri by land on April 20 to buy wagons, oxen, and food staples in Franklin and Liberty. By May 22, when he had completed his work, he had purchased 19 wagons, 144 oxen, 10 horses and mules, 6 oxcarts, and a six-pound cannon. The wagons were intended mainly for provisions, and the carts for camp equipage.¹⁴

Before 1829 oxen had never been used on the Santa Fe Trail because it was thought that they could not pull as heavy loads as horses or mules. Also, they were considered to be much slower. Riley's main reason, it seems, for equipping his detail with oxen was that they might be used for beef, if necessary, as the wagon loads were lightened. He carried no feed for the oxen because he believed they could subsist entirely by grazing along the road. This reasoning proved to be sound, and subsequent parties on the Great Plains were able to travel as far as Oregon, California, or Santa Fe without carrying so much as a pound of grain for their animals.

Having completed all the arrangements at Cantonment Leavenworth, Riley and his escort crossed to the east side of the Missouri River, where there was a "tolerable road" part of the way to a ferry near the mouth of the Kansas River. Crossing to the south side of the Missouri, they proceeded to Round Grove, arriving June 11. There the traders' caravan, consisting of thirty-eight wagons and more than seventy men, and armed with a one- or two-pound cannon, was waiting. Among the traders was Charles Bent, in charge of the wagons of Bent, St. Vrain and Company.

Moving out onto the trail the next day, the caravan and escort reached Council Grove, 102 miles from Round Grove, on June 18. They had traveled almost six and a half days, an average of something less than fourteen miles a day. Riley reported that the oxen were in as good condition as when they started. Occasionally they out-marched the horses and mules and arrived in camp ahead of them.

On July 4, after twenty-two days of travel, the party reached the Caches, 357 miles from Round Grove, having averaged a fraction over

¹⁴ Information about the Riley escort detail is taken from Fred S. Perrine, "Military Escorts on the Santa Fe Trail," *New Mexico Historical Review*, Vol. II, No. 2 (April 1927), pp. 175-193 (which includes Riley's official report of the trip), and Vol. III, No. 3 (July 1928), pp. 265-300 (which contains Riley's journal). See also Otis E. Young, *The First Military Escort on the Santa Fe Trail* (Glendale: Arthur H. Clark Co., 1952), p. 66.

16 miles a day. That was rapid marching, even for horses and mules; but evidently the oxen performed admirably and came through in good condition, for Riley says nothing to the contrary. Instead of crossing the Arkansas River here and taking the Cimarron Cutoff, the caravan continued upstream to Chouteau's Island, 70 miles farther, arriving on July 9. According to Riley's estimate, the oxen had pulled their loads 485 miles. After stating in writing that they would return to Chouteau's Island between October 5 and 10, the traders crossed the Arkansas River on July 10 and made camp on the south side. Charles Bent took along a yoke of Riley's oxen to see if they could make the trip all the way to Santa Fe.

Late in the afternoon of July 11 the traders rolled away to the south. Between five and six o'clock messengers came racing back to report that Samuel C. Lamme,¹⁵ who was riding in advance of the train, had been killed and scalped by Indians, and that some four or five hundred of them had attacked the train. Riley, upon receiving this news, immediately turned back south with two companies. However, it took them about two hours to cross the river because it was six hundred yards wide and five feet deep in places. The other two companies and the baggage train, under Captain William N. Wickliffe, were to follow as soon as possible. The fact that he was now on Mexican soil meant nothing to Riley; he had been sent out to protect the traders, and that was what he intended to do.

Riley reached the caravan just after midnight on July 12. Although everything was quiet, he ordered his men to sleep under arms. When daylight came, he found that there were only about fifty Indians around the camp. A little later pickets came in and reported that the Indians, unaware of the arrival of the troops, were preparing to attack. Upon hearing reveille, however, and realizing that soldiers were present, they quickly retreated. Riley accompanied the caravan two days farther into Mexican territory to a small stream called Drunken Creek. There he turned back to the Arkansas River and made camp opposite Chouteau's Island on the Mexican side, where he remained five or six days before crossing back to the American side.

Now began the long, monotonous wait for the return of the traders. Buffalo were scarce; the men were put on half rations of flour, and their supply of pork, beans, vinegar, soap, and whiskey was exhausted. On July 31 four discharged soldiers started back to Missouri on foot, against Riley's advice, carrying their muskets. When they had gone some

¹⁵ Lamme had stores in Liberty, Independence, and Franklin, Missouri.

eighteen miles, they were attacked by Indians, and one of them was killed. The other three were taken safely back to camp by a party of Riley's buffalo hunters.

On the afternoon of August 3 a body of three hundred to four hundred mounted Comanches and Arapahos swept down upon the oxen, horses, and mules, which were grazing under guard about half a mile upstream. Riley immediately sent out skirmishers to check the assailants and formed the battalion into a battle line. When the six-pound cannon was brought to bear upon the raiders, they prudently retreated. The guards, in spite of the attack, succeeded in driving some of the cattle back to camp, but one man was wounded in the skirmish. The battalion, now in line and ready to fight, repulsed the main body of attackers with a single volley, but another party of Indians drove off the animals that had not been brought in. The fight lasted forty-five minutes. Riley's losses were one man wounded (Private Samuel Arrison, who died a few hours later), fifty-four oxen, twenty horses, and a few mules. Thus the first battle between Indians and American soldiers on the Great Plains ended in victory for the Indians, whose primary object had been not to kill Americans, but to seize their animals. They successfully got away with more than half of Riley's stock.

After the battle Riley moved his camp downstream every day to ensure a good supply of grass and buffalo. On August 11 the Indians made a final attack, killing Bugler Mathew King before they were driven off. Beginning on September 1, Riley started moving back upstream toward Chouteau's Island, arriving there on the twenty-sixth. In anticipation of the return of the traders, the troops began preparations for the march back to Cantonment Leavenworth. They overhauled their equipment and condemned five wagons and three carts as unfit for service.

Since the traders neither appeared between October 5 and 10 nor sent any word, on the morning of October 11 Riley ordered his men to break camp and start back to Cantonment Leavenworth. They had marched only three miles, however, when they were overtaken by a number of the traders on horseback. The caravan was only twenty-four miles away, accompanied by a Mexican escort of two hundred regulars and Indian militia under the command of Colonel José Antonio Vizcarra, one of Mexico's most celebrated officers.¹⁶ Vizcarra had promised the traders

¹⁶ Vizcarra was *gefe militar* of New Mexico from October, 1822, to February, 1825, and also *gefe politico* from November, 1822, to September, 1823 (Perrine, "Military Escorts," Vol. II, No. 2, p. 190 n.

that if Riley's troops had already gone on when they arrived at the Arkansas River, he would accompany them beyond the danger zone into United States territory. Riley gave orders to make camp on the riverbank, and on October 12 he received the Mexican escort with military honors. Both escorts remained there until the fourteenth, when the Americans moved off to the east and the Mexicans to the south.

The caravan had lost no wagons or men since the death of Samuel C. Lamme on July 11; and the traders arrived home with \$200,000 worth of specie, furs, and two thousand head of horses, mules, jacks, and jennets. Forty-eight of Riley's oxen completed the journey successfully. Those which he had given to Charles Bent withstood the trip to Santa Fe better than did the mules in the caravan. The long, rigorous march not only introduced oxen to plains travel, but also constituted positive proof that a military unit could safely travel to Santa Fe and back, a round trip of about eighteen hundred miles from its base of supplies, and subsist largely on buffalo meat. Second Lieutenant Philip St. George Cooke, a member of the escort, said of the march, "Our oxen were an experiment and it succeeded admirably."¹⁷

There are no government records of military escorts on the Santa Fe Trail during the four years following 1829. The *St. Louis Republican* for April 23, 1832, however, carried an announcement that the Santa Fe caravan that year would be accompanied as far as the United States-New Spain border "by a detachment of the U.S. Army."¹⁸ In the absence of government records of such an escort, one may assume that the *Republican* was merely repeating rumor. Hubert Howe Bancroft, in his *History of Arizona and New Mexico*, quoting *Nile's Register*, says that in 1833 Charles Bent was captain of a caravan of ninety-three wagons escorted by a company of rangers.¹⁹ Since no army organization at that time bore the official designation of "rangers," however, it is probable that the company referred to was a private organization financed by the traders themselves.

The second recorded military escort on the Santa Fe Trail was composed of Company A of the 1st Dragoons, seventy men under the command of Captain Clifton Wharton, stationed at Fort Gibson, in

¹⁷ Perrine, "Military Escorts," Vol. II, No. 3 (July 1927), p. 289. The same article, pp. 287-293, gives Cooke's description of the Riley escort.

¹⁸ Perrine, "Military Escorts," Vol. II, No. 2, p. 176.

¹⁹ *Ibid.*, p. 176 n.

1834.²⁰ Although wagons had been used on the Trail since 1822, Wharton's detail took only one wagon and carried most of their supplies on pack horses. Wharton's orders were to march to the intersection of Cow Creek and the Santa Fe Trail, and from there to escort the annual traders' caravan to the United States-New Mexico boundary. Setting out from Fort Gibson on May 13, the company marched northeast along the Trail to the Osage Agency on the Neosho River, which they reached on May 21. There they halted for two days to repair the wagon and shoe their horses. From the agency they marched to the point on the South Fork of the Neosho, instead of Cow Creek, intersected by the Santa Fe Trail, and made camp to await the traders.

On the afternoon of June 8 the caravan of about one hundred wagons arrived. Two days later the combined column set out, encountering a party of friendly Kansas buffalo hunters at Walnut Creek at the top of the Great Bend of the Arkansas River, and on the morning of June 20 meeting a party of Comanches in the vicinity of present-day Dodge City, Kansas. Narrowly averting a pitched battle with the Indians, the caravan moved on and made camp at the Cimarron Crossing, which Wharton called Camp Livingston.

The first thing Wharton did after arriving there was to make a survey of his command. He found the men "reduced in flesh and debilitated," and the pack horses in bad condition, some with such sore backs that they could bear only trifling loads, and two entirely unfit for service. The commissary officer reported that only four barrels of flour, fifty pounds of pork, twenty to thirty pounds of sugar, and from eighty to one hundred pounds of coffee remained. The wagon was pronounced unfit for service. Although the traders wanted the escort to accompany them to the Canadian River, Wharton declined to do so, not only because it would take him deep into Mexican territory, but also because his supplies were nearly exhausted. Consequently the caravan went on alone, and the Dragoons turned back, arriving at Fort Gibson on July 19.

The third and last military escort on the Santa Fe Trail before the war with Mexico consisted of four companies of the 2d Dragoons, two hundred men in all, under the command of Captain Philip St. George Cooke.²¹ In the summer of 1843 he made two trips from the Missouri

²⁰ Wharton's official report of his escort duty is found in Perrine, "Military Escorts," Vol. II, No. 3, pp. 269-287, 296-304.

²¹ For an abridged account of Cooke's 1843 escort detail, see Perrine, "Military Escorts," Vol. II, No. 3, pp. 287, 293-296. See also Cooke's *Scenes and Adventures in the Army* (Philadelphia: Lindsay & Blakiston, 1859), pp. 240-282.

River to the Mexican border. On June 10, during the first trip, he encountered a body of 107 Texans under the command of Colonel Jacob Snively, who had marched north to the Santa Fe Trail to seize Mexican caravans passing to or from the Missouri River. Although it was not their intention to molest American trains, Cooke disarmed them because they were on American soil, about six miles east of present Dodge City, Kansas. Some of the Texans went on to Missouri, while others returned to Texas.

Cooke turned back east at the Cimarron Crossing and marched back to Fort Leavenworth, as it was now called, while the caravan crossed the Arkansas and went on to Santa Fe. After a short rest Cooke was ordered to escort duty again, this time to protect the Mexican traders from Taos, Santa Fe, and Chihuahua on their return to Mexico. He accompanied them to the Cimarron Crossing, where a Mexican detail of two hundred men was waiting to conduct them on to Santa Fe.

While Cooke was on escort duty in 1843, the first great wagon trains bound for Oregon and California were plodding westward without military protection. The number of vehicles on the Oregon Trail that year is estimated at from 113 to 120, the number of people between 800 and 1,000, and the number of oxen at 5,000. Following the Platte River to the mouth of the Sweetwater, the Oregon-bound immigrants ascended it to South Pass, crossed over into the Green River Valley, and followed the Bear River to the great bend and thence to Fort Hall on the Snake River. From the early 1840's on, the Oregon Trail was crowded with emigrant wagons headed west.

By the mid-1840's travel on the Great Plains by wagon had become a common practice. Pack animals were obsolete for both civilian and military parties. The Oregon and Santa Fe trails had become great thoroughfares, and every year large numbers of wagons moved over them from the first of May until the first of October. The indispensable farm vehicles had evolved into the great prairie schooners in which any number of people or any amount of goods or military supplies might be transported to the far interior of Mexico or to the Pacific coast.

CHAPTER TWO

Supplying the Army of the West

The Mexican minister to Washington meant what he said when in 1845 he declared that the proposed annexation of Texas would precipitate war between his country and the United States. In defiance of this threat, however, the Republic of Texas was added to the union in the eleventh hour of President John Tyler's administration. Not long after taking the oath of office, incoming President James K. Polk ordered General Zachary Taylor's army to take up a position on the left bank of the Rio Grande opposite the town of Matamoros. Taylor arrived there on March 28, 1846, and on April 25 the Mexicans made good the minister's threat by crossing the Rio Grande and attacking a detachment of 63 dragoons under Captain S. B. Thornton, killing or wounding 16 and capturing the rest. Taylor marched his little army of 2,300 men to Palo Alto and drove the Mexicans from the field. The following day he attacked the enemy at Resaca de la Palma and again defeated them, inflicting heavy losses—as many as 1,000 killed or wounded, according to some reports. On May 12 Congress declared a state of war between the United States and Mexico, and preparations were begun for the recruitment and supplying of the largest military force to cross the Great Plains up to that time.

Out in western Missouri, where the outbreak of hostilities was welcomed with enthusiasm because it provided an opportunity to square accounts for the imprisonment of traders and the imposition of confiscatory duties and taxes, Brigadier General Alexander W. Doniphan of the Missouri State Militia raised the 1st Regiment Missouri Mounted Volunteers—856 men—and was elected colonel. Other Missouri troops enlisted for the war included two companies of artillery from St. Louis, 250 men in all; two companies of infantry from Platte and Cole

counties, 145 men; and an independent company of 107 men called the Laclede Rangers, also from St. Louis.¹

Strategy worked out in Washington called for an expeditionary force under Colonel (soon Brigadier General) Stephen Watts Kearny of the 1st Dragoons to assemble at Fort Leavenworth and make a forced march across the plains and capture Santa Fe before Mexican reinforcements could be sent up from Chihuahua. The 300 dragoons were placed under the command of Major Edwin Vose Sumner. While the force was yet assembling someone christened it the "Army of the West," and the title stuck, although some eastern newspapers referred to it as the "Army of the North." Its total strength, including the general officers and a detachment of topographical engineers, was 1,701 officers and men.²

Kearny was instructed to assemble his troops and supply trains as soon as possible; haste was of the essence: it could mean the difference between an easy victory and a hard-fought battle with many losses. The Army of the West would have to march 873 miles from its base of supplies, its entire line of march through virtually uninhabited country and the last 300 miles through enemy territory. In addition, not a single white man's habitation, except Bent's Fort,³ was to be found along some 800 miles of the route. No American military commander up to that time had attempted such an undertaking; yet neither Kearny nor anyone else familiar with freighting on the Great Plains doubted that, given enough wagons, the army could be adequately supplied with stores and subsistence from Fort Leavenworth. Theoretically, this reasoning was sound; in actuality, as events proved, it was disastrous.

All the resources of the 6th Military District at St. Louis were placed at Kearny's disposal. The quartermaster and commissary staffs at Fort Leavenworth were ordered to prepare estimates of the amount of supplies necessary to maintain the Army of the West for three months.

¹ John Taylor Hughes, *Doniphan's Expedition, Containing an Account of the Conquest of New Mexico* (Cincinnati: J. A. & U. P. James, 1848), pp. 26-27.

² The accounts of the number of men in Kearny's command vary somewhat. Hughes, for instance (*Ibid.*, p. 27), does not include the topographical engineers, under the command of Lieutenant Colonel W. H. Emory, and the general staff officers in his count.

³ Bent's Fort, on the Arkansas River five miles east of the site of present-day La Junta, Colorado, was built by the trading firm of Bent, St. Vrain & Company. Completed in 1833, it was occupied for nineteen years and abandoned in 1855, when Bent's New Fort was built near present Lamar, Colorado.

This amount would be carried by the army as it marched, and more would be forwarded later.

In the latter part of May, Lieutenant Henry S. Turner of Kearny's staff was sent to St. Louis to secure provisions, baggage, munitions, clothing, and other supplies. Estimates called for the employment of one thousand teamsters and the purchase of nine hundred wagons and ten thousand oxen and mules.⁴ Early in June the greatest quantity of military stores ever seen to that time on the Missouri River began to flow in. Wagons, old and new, were disassembled into fourteen pieces and loaded on steamboats. Thousands of barrels of pork and salt; tons of fat bacon, coffee, and sugar; innumerable bales of uniforms and blankets; tents by the hundreds; and mess kits, cooking utensils, and other paraphernalia were crammed helter-skelter into steamboats and sent upstream to Fort Leavenworth. Upon discharging their cargoes, the boats raced downstream for more. Meanwhile, army mule and cattle buyers combed the country for all the animals they could find. An incomplete quartermaster's report shows that 459 horses, 3,658 mules, 14,904 oxen, 1,556 wagons, and 516 packsaddles were utilized in the fiscal year 1846–1847.⁵

Supplies arrived faster than wagons, with the result that a mountain of stores piled up on the riverbank at Fort Leavenworth. Many of the teamsters hired were young men from the East who had come west to join the army and, finding all the companies filled, had signed on as civilian teamsters. Inexperienced in handling animals on the road, especially on the plains, they contributed to the confusion and disorganization surrounding the departure of the first troops.

Starting in the later part of May, troops began leaving Fort Leavenworth by detachments. Supply trains left in the same manner. When twenty-five or thirty wagons or more, enough to form a train, had been reassembled and loaded, they were sent on in advance to Bent's Fort, the intermediate objective of the Army of the West, 566 miles from Leavenworth. No military escorts were provided for the wagon trains, but the teamsters were given guns and ammunition to protect themselves against raiding Indians. It was believed that twenty-five or thirty men were sufficient to repel an attack, and they probably would have been if they had been men experienced in plains travel.

By early June 100 wagons and 800 head of beef cattle were on the

⁴ Walker D. Wyman, "The Military Phase of Santa Fe Freightage, 1846–1865," *Kansas Historical Quarterly*, I (1931–1932), 415–416.

⁵ *Ibid.*, p. 416.

road.⁶ At the same time, 414 traders' wagons bound for Santa Fe and Chihuahua were moving along the trail as though no war were in progress, and more traders were preparing to follow in a short time.⁷ The advance units of the army, five companies scattered along the trail, were ordered to halt the traders' caravans at Pawnee Fork and hold them there until the main body of the army overtook them. Had this not been done, the traders would have gone on to Santa Fe and probably would have been seized by the enemy.⁸

On June 26 and 29 the last of the army left Fort Leavenworth, with Kearny and some of the dragoons bringing up the rear. With them traveled several supply trains, while back at the fort others were being loaded to follow later. Before they reached the Kansas River, it was clear that most of the wagons were overloaded, the fault of inexperienced army officers and wagon masters. Some of the wagons mired down in wet places and had to be hauled out by soldiers with ropes; others broke down, holding up the whole train while repairs were being made. Kearny was doubtless aware of the situation, but in the brief time allowed him for assembling and organizing his army he had not been able to train either his volunteers or his hired teamsters.

Orders required the troops, including the two companies of infantry, to march from twenty-five to thirty miles a day. This rate of speed was too fast for teams drawing heavily laden supply wagons, and even company wagons carrying tents and other camp equipment often fell so far behind that they did not reach camp until midnight or after. Through a strange oversight no plan for distributing the provision trains among the advancing detachments seems to have been made. Since the troops carried only a small amount of provisions with them, some were on short rations almost from the beginning of the unprecedented march. In one instance Doniphan's hungry volunteers raided a train of supplies billed through to Bent's Fort.

The difficulty lay in the fact that the supply trains in advance of the troops were too far ahead and those at the rear too far behind to be of any benefit. On July 8 or 9 Doniphan sent a messenger forward to Lieutenant Colonel Charles F. Ruff of his own regiment, asking for provisions because the 220 men with him were starving. Ruff, although

⁶ William Elsey Connelley, *Doniphan's Expedition and the Conquest of New Mexico and California* (Kansas City: Bryant & Douglas, 1907), pp. 139 n.-140 n. Some estimates place the number of cattle at 1,000.

⁷ *Ibid.*, p. 140.

⁸ *Ibid.*, p. 157.

on short rations himself, unloaded two barrels of pork and one of salt and left them beside the road. On the same day he sent an express ahead to halt enough provision wagons at Pawnee Fork to feed the entire Army of the West.⁹

On July 11, when Doniphan reached Cow Creek, where he overtook Ruff, he found that their combined detachments had only four or five days' rations left. About one day's march to the rear Kearny was hurrying forward as rapidly as possible to overtake them and share their meager stock of provisions. Thus the march from Cow Creek to Pawnee Fork became something of a race between the two colonels, one exerting himself to hold his lead and save his pitiful supply of provisions, and the other trying to overtake the first and get a share of the rations.¹⁰

On July 15 at Pawnee Fork, where the various detachments were brought together for the first time since leaving Fort Leavenworth, the river was at flood stage. Trees were felled to serve as footbridges across the stream, and the contents of the baggage wagons were carried across. The horses were compelled to swim, and the wagons were drawn across with ropes. The column, followed by the traders' wagons, got under way again on the seventeenth. And again the supply trains fell so far behind as to be of no use, provisions for the troops ran low, and, as before, an express was sent forward to halt some of the supply wagons that were in advance.¹¹

Curiously enough, the first troops to arrive at Bent's Fort on July 28 were the long-legged infantry boys from Cole and Platte counties, with Doniphan's volunteers a few hours behind them. Kearny arrived on July 29, and the Army of the West was together once more. The first thing Kearny did was to take stock of provisions, which he found dangerously low, and to order the army put on half rations. The situation was described by John Taylor Hughes:

This army has not been well provisioned; nor has it been properly furnished with stout, able and efficient teams. The Commissary and Quartermaster departments of the army have been wretchedly managed; during much of the time the men have been on short rations. . . . The Volunteer Regiment was furnished with very sorry and indifferent waggons.¹²

⁹ John T. Hughes, letter in the *Liberty Tribune*, August 1, 1846; Hughes, *Doniphan's Expedition*, p. 44.

¹⁰ Hughes, letter in the *Liberty Tribune*, August 1, 1846.

¹¹ John T. Hughes, letter in the *Liberty Tribune*, September 5, 1846.

¹² John T. Hughes, letter in the *Liberty Tribune*, September 26, 1846; Wyman, "The Military Phase of Santa Fe Freighting," p. 416.

After spending three days at Bent's Fort, the Army of the West crossed the Arkansas River on August 2 and began the actual invasion of Mexico. The few supply wagons that had arrived at the Fort rolled along at the rear of the column, but, as before, they lagged so far behind that they were of no benefit to the rapidly marching troops, who were not carrying enough provisions to allow them full rations on the remainder of the march to Santa Fe. At the rear of the column followed the traders' wagons.

Marching in a southwesterly direction, the train struck the Purgatoire River and followed it to Raton Pass, which they crossed with the loss of many animals and a number of wagons. On August 8 they emerged from the Raton Mountains and made camp on the Colorado River, the head branch of the Canadian. The following day Kearny put his underfed army on half the rations they had been receiving since they left Bent's Fort. When provisions were issued, they consisted of half a pint of flour, a little lean beef, and enough sugar and coffee per man to last a day and a half. "We were determined to make the best of a hard case," wrote John Taylor Hughes, "and trust Uncle Sam for his future good conduct. Therefore all cheerfully submitted to the unavoidable privation."¹³

Kearny had expected that when the supply trains reached Bent's Fort, they would cross the Arkansas and follow the army as rapidly as possible. Instead, however, the teamsters declared that their agreement with the quartermaster required them to go no farther than the fort. They were probably right in this interpretation, for their cargoes were billed only to the fort, not to Santa Fe.¹⁴ Someone at Fort Leavenworth had blundered, not surprisingly in view of the haste and confusion that preceded the departure of the troops.

On the day before the Army of the West reached Santa Fe, some of the troops had nothing at all to eat. Cooking utensils had not arrived, and those who had rations roasted a bit of meat and baked a little dough on a stick over a campfire. On August 10 Charles Towne, a resident of Taos, drove into Doniphan's camp on the Vermejo with eight hundred pounds of coarse flour, which he quickly sold at twelve cents a pound, and hurried back for more. On August 13, on the outermost fringe of the New Mexican settlements, the army came to a ranch owned by a man named Bonney, who slaughtered several fat steers for the hungry troops. Farther on, they came to a ranch owned by a man named Wells, from

¹³ Hughes, *Doniphan's Expedition*, pp. 66-67.

¹⁴ Wyman, "The Military Phase of Santa Fe Freighting," p. 416 n.

whom they bought butter at twelve cents a pound. When they camped at Las Vegas, the delighted villagers sold them bread, mutton, beef, cheese, fruit, and vegetables.¹⁵

On August 18 Kearny made a forced march of thirty-five miles through Apache Canyon and occupied Santa Fe without firing a shot. Having left their supply wagons far behind, the troops had nothing to eat. That night hungry soldiers went from door to door in the occupied town, buying or begging food from the inhabitants.¹⁶ Jacob Robinson reported going to the plaza, where he found for sale two pounds of cheese and four biscuits at twenty-five cents each. Eight days after entering the city, each man had an allowance of a half ration of native shorts and a half ration of beef from oxen too weak to pull a wagon. There was no pork, bacon, coffee, sugar, rice, or molasses to be had.¹⁷

The plight of the triumphant Army of the West was difficult in the extreme. The quartermaster had no cash with which to buy what provisions were available, and the Mexicans looked with suspicion on warrants drawn on the United States Treasury. The soldiers had not been paid since leaving Fort Leavenworth, and Kearny had issued positive orders against the forcible seizure of sheep, cattle, and other food supplies from the inhabitants. The troops in the city were on half rations or less, while those in distant grazing camps were all but starving.

Meanwhile, stores continued to accumulate at Bent's Fort until they amounted to 140 to 200 tons, according to various estimates. Since the teamsters would not take them to Santa Fe, soldiers had to be sent for them. The latter part of August and the month of September were starving time for the Army of the West. By the end of October, however, wagons were arriving at Santa Fe from Bent's Fort at the rate of about thirty a week, and the mistake of hiring teamsters to go only as far as the fort had been corrected. Orders had been given that no wagons were to leave Fort Leavenworth after September 1, but evidently some did.¹⁸

Meanwhile, as Kearny was pushing his hungry army across the plains toward Santa Fe, the 2d Regiment of Missouri Mounted Volunteers was being recruited to reinforce his troops. A battalion of five hundred Mormon infantry was also raised and assembled at Fort Leavenworth.

¹⁵ *Ibid.*, pp. 416-417.

¹⁶ *Ibid.*, p. 417.

¹⁷ Jacob Robinson, *A Journal of the Santa Fe Expedition* (Princeton: Princeton University Press, 1932), pp. 26-27.

¹⁸ Wyman, "The Military Phase of Santa Fe Freightling," p. 417.

Sterling Price, congressman from Missouri, resigned his seat in the House of Representatives to assume command of the Missouri regiment of twelve hundred men. Like Kearny, he was given a large number of baggage and provision wagons, which were divided into trains of thirty or more, each with a wagon master in charge, and some were sent in advance of the troops. The hired teamsters, no better than Kearny's for the most part, were armed for protection against Indians but given no military escort. The first unit of Price's volunteers left Fort Leavenworth on August 10, and others, including the Mormon battalion, followed from day to day until the whole column was en route. At the rear rumbled and creaked a large number of supply wagons.

The Santa Fe Trail was crowded with army wagon trains without military escorts and travelers in small parties going in both directions in the summer and fall of 1846, and it was inevitable that Indians should lurk along the western portion of the route to stampede the stock and take advantage of frequent opportunities to seize supply wagons. On August 10, Norris Colburn arrived in Independence from Santa Fe and reported that he had met Simeon Turley's three wagons east of the Cimmaron Crossing on their way to Taos, and forty-three of Price's wagons manned by fifty-four teamsters, who had halted to make repairs. These were the vanguard of Price's supply trains. Many of the men were sick, and they had lost fifteen yoke of oxen to the Indians and had only two rounds of ammunition left. Because of illness, the teamsters were unable to put out a guard at night, and they were subsisting on half rations of bread and meat. Colburn also reported that Indians were attacking some of the trains every night. He expressed the opinion that a force of one hundred Mexicans could capture all of the army supplies between Cottonwood Creek and Bent's Fort if they only knew it.¹⁹

On August 15, west of Coon Creek, Colburn met another of Price's supply trains, twenty-two wagons, which had been attacked by Indians the night before. That night while he was camped on the creek a party of Indians attempted to run off his stock. Two days later he met still another of Price's trains, with thirty-one wagons and forty-three men, which had been attacked at Cow Creek; the same night another train was attacked on Owl Creek. All told, he met 204 army wagons, as well as various units of Price's command.²⁰

¹⁹ Norris Colburn, letter in the *Boone's Lick Times*, September 10, 1846.

²⁰ Norris Colburn, letter in the *Boone's Lick Times*, September 12, 1846.

Before the year 1846 was out, the losses of wagon trains, animals, and supplies to the Indians were enormous. It was said that the road from Fort Leavenworth to Santa Fe was strewn with \$5,000,000 worth of army stores. The bones of oxen lay side by side, in many places, with those of inexperienced teamsters.²¹ On December 28, 1846, Lieutenant James W. Abert, within a few miles of Santa Fe on his way to Fort Leavenworth, reported that the road was "strewed with the carcasses of oxen," all from supply trains. Two days later, near Pecos village, he again saw "innumerable carcasses." On January 6, 1847, he met a party of teamsters plodding along on foot toward Santa Fe; they had been forced to abandon their wagons because the oxen had given out. Reaching the Purgatoire River east of Raton Pass, he found that the teamsters of a large wagon train had settled down for the winter, waiting for spring before they would cross the mountains and go on to Santa Fe. On the night of February 6, not far from Jackson's Grove, Indians drove off all of Abert's mules. Fortunately, the next day Abert found two abandoned, broken-down oxen, which took him as far as Pawnee Fork, where he found two more. On February 17 a party, possibly returning teamsters, under James Brown overtook him. They took Abert's baggage on to Independence, while Abert himself went ahead with another party to Fort Leavenworth.²²

The winter of 1846-1847 saw numerous parties of teamsters returning on foot, wading through snow and enduring intense hardships. All had started from Santa Fe with wagons to carry supplies and oxen or mules to draw them. Many of the animals gave out, some did not get through, and all suffered incredibly. One party of eight men was seen a hundred miles east of Bent's Fort, afoot and nearly out of provisions. Some of the party had frozen hands and feet; and two men were found dead of starvation and frozen at the foot of a tree, where they had been gnawing bark. By the middle of March it was estimated that fifty returning teamsters had died on the trail. On February 10, 1847, a man named Seymour and his party who had left Santa Fe on December 18 arrived at Independence "looking more like icicles of the North Pole than human beings." Seymour reported that there were about 150 army teamsters and adventurers along the trail east of the Great Bend of the Arkansas

²¹ Wyman, "The Military Phase of Santa Fe Freighting," p. 418.

²² Lt. James W. Abert, "Report of His Examination of New Mexico in the Years 1846-1847," 30th Cong., 1st Sess., *House Exec. Doc. 41*; *Springfield Advertiser*, March 16, 1847.

River. He thought that at least a hundred of them would perish from cold and starvation.²³

With the opening of the travel season on the Santa Fe Trail in 1847, traffic became heavy in both directions. Evidently, trains with supplies for Price's troops in New Mexico were a month or so late in leaving Fort Leavenworth, for none had reached Santa Fe by July 5. Traders' wagons, however, had been arriving since June. A herd of 550 beef cattle contracted for by John Dougherty of Clay County, Missouri, a large train of supply wagons, another traders' train, and a company of dragoons going out as replacements moved slowly along the trail. Although this caravan was safe from Indian attack, others were not; it was the story of 1846, and worse, over again.²⁴

The canny Indians quickly learned the difference between the green, timid young army teamsters, most of whom had never before seen a hostile Indian, and the tough, experienced, straight-shooting frontiersmen employed by the traders; consequently the latter suffered much less from Indian depredations than the former. The Comanches and Kiowas, who claimed that the Mexicans gave them horses, mules, and money in return for killing Americans and destroying their wagon trains, met the trains near the Cimarron Crossing and harassed them every night on the Cimarron Cutoff to Wagon Mound. They stampeded the oxen, not because they wanted them for food, but for the sport of it and because the loss of animals made it impossible for the wagons to move on. Moreover, being fond of trophies, the Indians cut the tails off the wretched animals, then ran them down as they would buffalo. However, they kept all the horses and mules they captured, for these could be of use.²⁵

In June, 1847, a Delaware Indian reported that a body of 1,000 Indians had taken a supply train, killed the teamsters, and gone off with the wagons. Major William Gilpin, who had been with Doniphan's volunteers, estimated the total losses from Indian depredations at 47 Americans killed, 330 wagons and their contents seized, about 1,320,000 pounds of supplies destroyed, and 6,500 head of stock driven off.²⁶

By midsummer, 1847, the Santa Fe Trail was all but closed except to occasional military units or wagon trains under military protection.

²³ Abert, "Report"; *Springfield Advertiser*, March 2, 1847.

²⁴ Wyman, "The Military Phase of Santa Fe Freighting," p. 420.

²⁵ *Ibid.*, p. 421.

²⁶ *Ibid.*

The situation had become so alarming that even military escorts, which functioned only as defensive units and never left the trail to pursue or attack raiders, were inadequate. Something had to be done to keep supplies flowing to the troops in New Mexico. Then somebody remembered what Governor John Miller of Missouri had proposed twenty-three years before—the establishment near the Cimarron Crossing of a military post with a sufficient garrison the year around to be able to meet the Indian horsemen on equal terms.

Thus it was that Fort Mann was built, in the summer of 1847, a short distance below the Cimarron Crossing.²⁷ It failed to provide the desired protection, however, for it was initially garrisoned by only thirteen men, three of whom were sick. Their arms and munitions consisted of one six-pound cannon, forty rounds of grape and canister, forty cannon cartridges, six rifles, and seven muskets—a pitiful layout indeed for a post situated in the very heart of Comanche and Kiowa country 359 miles from Fort Leavenworth.²⁸

The situation was so critical that President Polk was forced to take long-delayed action. In June he requested Governor John C. Edwards of Missouri to call upon William Gilpin and induce him to raise a battalion of 519 volunteers—five companies—to reopen and maintain the army's communications with New Mexico. Although Gilpin had only recently returned from Santa Fe and was in poor health, he acceded to Edwards' request. A call was issued, volunteers were enlisted, and the battalion of four companies of dragoons and one of artillery was formed. On October 4, 1847, the unit, known as the Santa Fe Battalion, left Fort Leavenworth with five hundred head of beef cattle, sixteen wagonloads of ammunition, and two hundred wagons of provisions.²⁹

After remaining at Fort Mann for a time, Gilpin's troops marched on to Bent's Fort, leaving three companies, including the artillery, to

²⁷ Fort Mann was built by Captain A. W. Enos, quartermaster at Santa Fe; P. Mann, a wagon master, in whose honor the fort was named; and forty teamsters. It consisted of four log houses connected by palisades, in which loopholes for cannon and small arms were cut, in an enclosure about sixty feet square with walls twenty feet high. There was also a blacksmith shop. Later the fort was called Fort Mackay, after Colonel A. McKay of the Quartermaster's Department. (*Kansas Historical Collections*, IX, 567; H. B. Mollhausen, "Over the Santa Fe Trail Through Kansas in 1858," *Kansas Historical Quarterly*, XVI [1948], 348-349; Lewis H. Garrard, *Wah-To-Yah and the Taos Trail* [Oklahoma City: Harlow Publishing Co., 1932], p. 263.)

²⁸ Wyman, "The Military Phase of Santa Fe Freighting," p. 421.

²⁹ Connelley, *Doniphan's Expedition*, pp. 148-150 n.

rebuild the small post. The remainder of the troops spent the winter drilling, while Gilpin held councils with the sometimes more, sometimes less friendly Cheyennes and Arapahos. Not a man to plod up and down the Santa Fe Trail on a purely defensive mission, he boldly planned to invade Comanche, Kiowa, and Apache country. On March 10, 1848, he ascended the Purgatoire, crossed Raton Pass, and descended the Canadian through the very heart of their territory, skirmishing with the Indians along the way. Returning then to Fort Leavenworth, the battalion was mustered out on September 30, 1848. They had marched 3,000 miles, fought 9 battles, and taken 253 Indian scalps.³⁰

Despite Gilpin's final success in opening the Santa Fe Trail, the war-time experience of the Quartermaster's Department in supplying the troops in New Mexico was far from gratifying. Waste, inefficiency, and downright failure characterized the effort; and the expense in wagons, equipment, animals, and civilian teamsters was appalling.³¹ In contrast to the army's experience, the majority of the traders' wagons made the trip successfully and arrived in Santa Fe ahead of the government trains. The reason was obvious: the traders' trains were manned by drivers of long experience; they combined their trains, elected able captains, and guarded their animals so well that Indians had little chance to run them off.

In providing their own wagons, equipment, and oxen and hiring civilian teamsters, Kearny and Price were only following the normal army procedure for supplying troops in the field. Although the system had generally worked satisfactorily up to that time, the war with Mexico pointed up a problem which was becoming increasingly vital with the expansion of the western frontier: what was the most economical and efficient means of supplying large numbers of troops garrisoned hundreds of miles across the Great Plains from their base of supplies in territory inhabited, as often as not, by hostile tribes?

With the signing on February 2, 1848, of the Treaty of Guadalupe Hidalgo, ending hostilities with Mexico, the United States government designated Santa Fe as an army depot and post and established in New Mexico Territory six more posts, to be garrisoned by 875 men and supplied from Santa Fe. Because of its unfortunate experience with supply trains in 1846 and 1847, the War Department decided to try

³⁰ *Ibid.*, p. 151 n.; Wyman, "The Military Phase of Santa Fe Freighting," p. 422.

³¹ According to Wyman, "The Military Phase of Santa Fe Freighting," p. 418, civilian teamsters for the army were paid twenty-five to thirty dollars per month and subsistence.

letting contracts to civilian freighters for the transportation of military supplies to Santa Fe. If contractors could transport army supplies as successfully as they did civilian merchandise—and there was no reason why they should not be able to—the government would profit greatly by the change in procedure.

CHAPTER THREE

Contract Military Freighting

With the decision to let the freighting of military supplies to civilian contractors, the quartermaster at Fort Leavenworth, Captain L. C. Easton, had to choose from the many experienced freighters available the man best qualified to handle the army contract. In hiring wagon masters for the army trains in previous years, the Captain had had an excellent opportunity to appraise the abilities of the men he picked to lead the trains. The one man who stood out above all the others, in his estimation, was James Brown, who undoubtedly had gone to Santa Fe as master of an army supply train in 1846. He was not, however, the same Brown whom Lieutenant J. W. Abert had met on his midwinter, 1846-1847, journey back to Fort Leavenworth. Whether James Brown went out with a government train in 1847 is not definitely known, but it is probable that he did.

Brown was eager to transport supplies under contract with the army, but his means were limited. Although he had sufficient capital to supply the necessary oxen and provisions, he could not afford to buy wagons and other essential supplies. In view of the situation, Captain Easton agreed to sell him army wagons, not to exceed 120, at their cost to the army. Ox yokes, chains, and other equipment were also furnished, on the condition that Brown reimburse the army out of his first payment.¹ The wagons evidently were not Conestogas, for their capacity was only about two tons each. Easton turned over to Brown two hundred thousand pounds of supplies billed to Santa Fe, about two trainloads, for which Brown would receive \$11.75 per hundred pounds.

Brown's surety bond for the performance of the work was \$600,000. Among the signers were John S. Jones and his brother Charles O. Jones, both of Pettis County, Missouri, and William B. Waddell, J. W. Waddell, and Robert B. Bradford, all merchants of Lexington, Missouri, engaged in outfitting Santa Fe traders. Brown made the trip to Santa

¹ 31st Cong., 1st Sess., *Sen. Exec. Doc. 26*, p. 12.

Fe successfully, returned in the fall, and received \$23,000 for his services.²

In addition to Brown's trains, four hundred wagons loaded with pork, flour, munitions, and other supplies rolled down the Santa Fe Trail under army protection in 1848. Major Gilpin estimated that all told, three thousand vehicles, including those carrying merchandise; twelve thousand people; and fifty thousand animals passed over the trail that year. Losses to the Indians were greatly reduced, possibly because the Santa Fe Battalion was guarding the area threatened by Indians at the time the trains were passing through it. Thomas Fitzpatrick, who had been appointed agent for the Indians of the upper Platte and Arkansas rivers and for other wandering tribes in the fall of 1846, suggested that the decrease in the number of attacks might be due to the fact that the Indians had profited greatly from raids in recent years and were content to remain at home.³ Another and perhaps more compelling reason was that several companies of recruits accompanied the trains to Santa Fe to relieve the troops whose terms of enlistment had expired. In any event, Indians had little success in raiding along the Santa Fe Trail in 1848.

Among the traders going to Santa Fe in 1848 was Alexander Majors, from western Missouri, who headed a small train of six wagons, each loaded with about four thousand pounds of trade goods. This was Majors' first trip as a freighter.⁴ Although it is nowhere definitely stated, the wares Majors transported undoubtedly belonged to some merchant in Santa Fe. Majors made the long haul to the New Mexican capital and back in ninety-two days, a record for the round trip, and closed the year's business with a profit of about \$650 per wagon. His consummate skill and long experience in handling work oxen had enabled Majors to make that remarkable time. On this trip he inaugurated the practice, which he continued throughout his career as a freighter, of lying by in camp from Saturday afternoon until Monday morning to allow his

² Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* (Stanford: Stanford University Press, 1949), pp. 3-4.

³ Walker D. Wyman, "The Military Phase of Santa Fe Freightin," *Kansas Historical Quarterly*, I (1931-1932), 422-423.

⁴ Concerning this venture, Majors said, "I was brought up to handle animals, and had been employed more or less in the teaming business. After looking the situation all over it occurred to me there was nothing I was so well adapted for by my past experience as the freighting business that was being conducted between Independence, Mo., and Santa Fe, New Mexico." (Alexander Majors, *Seventy Years on the Frontier* [Columbus, Ohio: Long's College Book Co., 1950], p. 71.)

animals and men to rest. A man of strong religious convictions, he always held worship services for his teamsters on the Sabbath.⁵

In 1849 Majors again freighted trade goods to Santa Fe. That year his business required twenty wagons and one hundred oxen; his gross earnings were \$13,000.⁶ Not long after returning to Missouri he learned that the quartermaster at Fort Leavenworth wished to send a train of supplies to Fort Mackay, at the Cimarron Crossing of the Arkansas River. Although the best time for starting a journey across the plains was three months past and the return trip would require a midwinter trip of nearly four hundred miles, Majors sought and received the contract. The westbound trip was uneventful, and the supplies were delivered in good order. Since construction work was still being done on the fort and the commandant's facilities for hauling the necessary timber from a creek twenty-five miles away were limited, Majors hired out his train and crew to the officer to do the hauling. Then he returned to Missouri with his outfit and called it a good year.⁷

The army found its freighting contracts with Brown, Majors, and Bullard & Russell⁸ in 1847, 1848, and 1849 so satisfactory that the old system of transporting its own supplies with hired teamsters was entirely abandoned in 1850. During the fiscal year July 1, 1850, to June 30, 1851, there were seven military posts—Fort Hall, Fort Laramie, Fort Kearny, Fort Scott, Santa Fe, Albuquerque, and El Paso—to be supplied.⁹ As early as February 24, 1850, the quartermaster at Fort Leavenworth, Major E. A. Ogden, began receiving bids and letting contracts. Before the end of the year he had contracted with sixteen

⁵ When he entered the freighting business, Majors wrote a pledge which he required his employees to sign; it read: "While I am in the employ of A. Majors, I agree not to use profane language, not to get drunk, not to gamble, not to treat animals cruelly, and not to do anything else that is incompatible with the conduct of a gentleman. And I agree, if I violate any of the above conditions, to accept my discharge without any pay for my services." (*Ibid.*, p. 140.)

⁶ Hildegard Hawthorne, *Ox-Team Miracle* (New York: Longmans, Green & Co., 1942), p. 81.

⁷ 32d Cong., 1st Sess., *Sen. Exec. Doc. 1*, p. 295; Majors, *Seventy Years*, pp. 128, 137, 139.

⁸ In the spring of 1847 William H. Russell of the firm of Bullard & Russell of Lexington, Missouri, and E. C. McCarty, a Westport merchant, sent a train to Santa Fe. Russell was new in the Santa Fe trade, but McCarty had been engaged in it since 1838. This was the first train to be outfitted at Westport Landing, which in a few years would be called Kansas City.

⁹ 32d Cong., 1st Sess., *Sen. Exec. Doc. 1*, p. 295.

different firms and individuals.¹⁰ A recapitulation of the supplies sent out from Fort Leavenworth for the year 1850–1851 shows the following:¹¹

Destination	No. Wagons	Quantity of Goods in Pounds	Contractor's Fee
Santa Fe	308	1,683,596	\$219,685.25
Ft. Kearny	15	74,136	2,864.41
Ft. Mackay	108	534,533	30,548.07
Ft. Scott	6	13,417	328.34
Albuquerque	30	156,022	14,827.09
El Paso	30	150,141	19,278.09
Headquarters, 9th Mil. Dist., Fort Union	27	140,855	11,879.83
Total	524	2,752,700	\$299,411.08

The contractors taking out the greatest number of wagons in the 1850–1851 season were David Waldo, with 154; Jones & Russell (a partnership between John S. Jones and William H. Russell), 84; and Brown, Russell & Company (owned by James Brown, William H. Russell, and John S. Jones), 135. Since William H. Russell was a partner in two firms which together employed 219 wagons and transported almost one million pounds of supplies, he may be regarded as the foremost freighter engaged in the business at that time. All the goods transported by both his companies were billed to Santa Fe at \$14.33½ per hundred pounds. The two firms were paid \$98,130.87 for their services that year.¹²

For the fiscal year 1850–1851 Santa Fe received almost half of the total amount of supplies loaded out of Fort Leavenworth. The number of wagons leaving the fort each month in 1850 is as follows: July, 119; August, 61; September, 185; and October, 40. In 1851, 150 wagons left the fort in May, and 53 in June. No trains departed from October 19,

¹⁰ The contractors were: Joseph Clymer; David Waldo; Jones Creech; David Hunt; John Dougherty; Perry & Young; James Brown; Brown, Russell & Co.; E. C. McCarty; E. Harrington; Alexander Majors; James Wells; A. Dawson; F. C. Hughes; A. S. Hughes; and William Wells. (*Ibid.*, pp. 295–296.)

¹¹ 32d Cong., 1st Sess., *Sen. Exec. Doc. 1*, p. 296. A difference of 47 wagons and 378,475 pounds exists between the totals of this recapitulation and the list of contractors given in the same document (see footnote 10, above). This is probably because Fort Hall is not mentioned in the recapitulation.

¹² 32d Cong., 1st Sess., *Sen. Exec. Doc. 1*, p. 295.

1850, to May 3, 1851.¹³ In 1851 the army depot was moved from Santa Fe to Fort Union, which became headquarters for the 9th Military District.

In the latter part of August, 1850, "an extraordinary need" arose for the transportation of one hundred wagonloads—about half a million pounds—of military supplies to Santa Fe. Because of the lateness of the season and the hazards of making a midwinter journey across the plains, Quartermaster Ogden at first found it almost impossible to interest freighters in the undertaking, even at an increased rate of payment. At length, however, Brown, Russell & Company agreed to take the risk. It is probable that Russell persuaded Brown and Jones to take the contract despite the heavy odds against them.¹⁴

Four trains, three of thirty wagons each and one of fifteen, left Fort Leavenworth on September 19, 22, and 30 and October 2, with James Brown himself as wagon master of one of them. Two of the trains made the difficult winter journey faster than the others; Brown was with one of these. They reached the old Pecos pueblo, forty-five miles from Santa Fe, late in November, probably having taken the Cimarron Cutoff. There they were halted by a blizzard of extraordinary proportions.¹⁵

Finding it impossible to move the heavy wagons with his travel-weary oxen, Brown went on into Santa Fe to report to the quartermaster, Captain L. C. Easton, formerly quartermaster at Fort Leavenworth, and request permission to remain in camp at the Pecos pueblo until the weather and road conditions improved. Shortly after his arrival in the New Mexican capital, Brown became ill with typhoid fever and erysipelas and died on December 6. After waiting several days for Brown's return, his assistant, Charles O. Jones, went into the city. He, too, requested a delay, pointing out the state of the weather and the road, and declared that an attempt to move the train under existing conditions would result in great loss of cattle. Captain Easton was placed in an embarrassing position, for the garrison was apparently on

¹³ *Ibid.*; Walker D. Wyman, "Freighting: A Big Business on the Santa Fe Trail," *Kansas Historical Quarterly*, I (1931-1932), 20.

¹⁴ According to his former employer Robert Aull, one of Russell's outstanding characteristics was a tendency to take long chances. (James Aull, letter to Thomas H. Larkin, Aull Letter Book, Vol. V, p. 138, MS, Lexington Historical Society, Lexington, Missouri.)

¹⁵ 36th Cong., 2d Sess., *Sen. Comm. Report*, p. 311; Aull, Letter Book, Vol. IV, pp. 270, 273, 275, and *passim*.

short rations and badly in need of the supplies at the Pecos pueblo. After weighing the matter, he demanded that the trains be brought on to Santa Fe without delay; if that were not done, he threatened, he would have them brought in himself, at the expense of Brown, Russell & Company.¹⁶

The Quartermaster's testy, ill-advised ultimatum presented Jones with a painful dilemma: the contractors would incur heavy loss no matter which course he chose. If he attempted to move the wagons over the snow-packed and muddy roads, oxen would die by the score under the yoke; if, on the other hand, he refused to make the attempt, Captain Easton would commandeer the wagons and animals, with the same result. Either way Brown, Russell & Company would be the loser.

Jones chose to move the trains into Santa Fe himself, with the results he had foreseen. Of the original 720 oxen many died of exhaustion every day, until only a few remained. In order to complete the trip Jones was forced to hire oxen and drivers, probably from other freighters wintering in New Mexico, and to buy forage for the animals, at a cost of some fourteen thousand dollars. The two trains that had been traveling more slowly wintered at Bent's Fort. Someone made a midwinter journey back across the plains to Missouri with the news of Brown's death and the receipted bills of lading for the two trains that had reached Santa Fe.¹⁷

Upon receiving a report of what had happened, William H. Russell presented to the government a claim for losses amounting to \$39,800. The contract, he said, did not require the extraordinary expenditures and sacrifices made merely to hasten the arrival of the trains, or the employment of extra men and animals in the effort. Nor did the contract stipulate the delivery of the supplies within a given time. In summation, the losses were incurred through the army's use of unreasonable force against company personnel in presenting them with the ultimatum. The claim was presented in the Senate by the chairman of the Military Affairs Committee, Thomas Hart Benton of Missouri, with the recommendation that payment be authorized. The proceedings dragged on, and the bill was finally presented in the House on December 13, 1853.¹⁸ The claim was eventually paid, in installments.

¹⁶ 36th Cong., 2d Sess., *Sen. Comm. Report*, p. 312.

¹⁷ *Ibid.*, p. 313; Aull, letter, January 4, 1851, Letter Book, Vol. IV, p. 307.

¹⁸ 36th Cong., 2d Sess., *Sen. Comm. Report*, p. 313; *Lexington Express*, January 11, 1854.

The surviving partners of the company carried on in 1851 under the name of Jones & Russell. In May of that year they sent 131 wagons carrying 665,000 pounds of goods from Fort Leavenworth to Santa Fe and Albuquerque. Other contractors transported supplies to Mora, Taos, Las Vegas, Fort Union, Rayado, Fort Mackay, El Paso, Fort Laramie, and Fort Kearny. Among them was Alexander Majors, with a train of twenty-five wagons, more than three hundred oxen, and from twenty-five to thirty employees. James Clymer also loaded out a train of thirty wagons in 1851. Majors and Clymer appear to have been the only contractors transporting goods from Fort Leavenworth that year; together they carried about 300,000 pounds.¹⁹

The six-year period from 1844 to 1850 had seen tremendous growth in the freighting of military supplies. In 1844 there were nine posts on the western frontier extending from the Gulf of Mexico to Lake Superior, all of which were supplied by water; among them were Fort Jesup, within 24 miles of navigation on the Red River; Forts Towson and Washita, farther up that stream; Fort Scott, about 125 miles south of Fort Leavenworth; Fort Snelling, near the headwaters of the Mississippi River; and Fort Wilkins, on Lake Superior. All were located in relatively populous, well-cultivated regions which contributed much in the way of subsistence, forage, etc., and were therefore easily and economically supplied. In 1844 the cost of transportation of goods to these posts was only \$120,000.²⁰

The official report for the fiscal year 1849–1850 shows an increase of 50 per cent in personnel, necessitated largely by the acquisition of New Mexico, Oregon, and California. Because of the limited agricultural resources and the absence of navigable inland waterways, outposts on the west coast had to be supplied by the long water route around Cape Horn, and those in the interior by wagon train across the Great Plains. As a consequence, the cost of transportation of stores increased 1,500 per cent, to \$2,000,000 in 1849–1850.²¹ Of this amount, almost one-fourth—\$499,411.08—was the cost of transportation of supplies to posts in New Mexico and to El Paso, only.²² In an effort to cut the cost of supplying those posts, Quartermaster General Thomas Jesup in 1851 decided to try transporting supplies over the old military road from

¹⁹ Wyman, "The Military Phase of Santa Fe Freighting," p. 426.

²⁰ Thomas Jesup, Quartermaster, "Report for Fiscal Year, 1849–1850."

²¹ *Ibid.*

²² *Ibid.*

San Antonio, to Santa Fe, a distance of some six hundred miles, for some of the posts in southern New Mexico.²³

The supplies were shipped by sea to Port Lavaca on Matagorda Bay, then transported by wagons to San Antonio, 125 miles away. There they were reloaded for their journey across the Llano Estacado to Santa Fe. The trains operated successfully, but the cost of \$22.00 per hundred pounds was prohibitive. The rate from Fort Leavenworth to Santa Fe the same year was from \$13.47 to \$14.33 per hundred pounds. Because of the experiment in supplying some of the posts from San Antonio, the number of freighters loading out of Fort Leavenworth was reduced from sixteen in 1850 to seven in 1851. The amount of supplies sent out in 1851 dropped to 1,068,063 pounds, about a third of the amount sent out the previous year.²⁴

Since the experiment proved unsatisfactory, the quartermaster at Fort Leavenworth returned to the old plan in 1853. The principal contractors that year were William B. Waddell and William H. Russell, who operated a large retail, wholesale, and commission business under the name of Waddell & Russell in Lexington, Missouri. This was the first time Waddell's name appeared on the list of contractors, but it is probable that he had been financially interested in Russell's freighting ventures for some time. How many wagons they employed that year is not known, but the number was apparently large.

Alexander Majors, who had not taken a train out in 1852, was back in the business in 1853. He took one train of private merchandise to Santa Fe and returned in time to sign a contract with the quartermaster at Fort Leavenworth, Lieutenant J. H. Whittlesly, to transport a train-load of supplies to Fort Union for \$16.00 per one hundred pounds. He was paid at least \$28,000 for this service.²⁵

On April 21, 1854, Majors signed two contracts with Lieutenant Colonel T. Swords, then quartermaster at Fort Leavenworth. One provided for the transportation of an undesignated amount of goods to Fort Laramie at \$7.90 per hundred pounds. Under the terms of the

²³ Wyman, "The Military Phase of Santa Fe Freighting," p. 426; Adolphus Wislizenus, "Map, Memoir of a Tour of Northern Mexico Connected with Colonel Doniphan's Expedition in 1846 and 1847," 30th Cong., 1st Sess., *Sen. Misc. Doc. 26*.

²⁴ 32d Cong., 1st Sess., *Sen. Exec. Doc. 1*, p. 295. The freighters were Perry & Young, Jones & Russell, Joseph Clymer, A. Dawson, F. C. Hughes, Jones Creech, and A. S. Hughes.

²⁵ 33d Cong., 1st Sess., *House Exec. Doc. 63*; Wyman, "Freighting: A Big Business," p. 21; Settle and Settle, *Empire on Wheels*, p. 14.

other contract Majors agreed to deliver one thousand bushels of corn to the same post at \$4.89 per bushel.²⁶ His business that year required 100 wagons, 1,200 oxen, and about 120 men. Beginning in 1848 with 6 wagons, probably 30 or 40 oxen, 8 or 10 men, and perhaps meager financial backing, if any, Majors had, by his own efforts, built up a business of respectable proportions. His investment in wagons alone, valued at \$190.00 each,²⁷ was \$19,000. His oxen, estimated at \$75.00 a yoke, were worth \$45,000. The value of other items, such as ox yokes, chains, camp equipment, and riding horses, added up to a grand total of about \$50,000—not a bad showing for only six years' work.

The principal contractors transporting army supplies from Fort Leavenworth in 1854 were Alexander Majors and R. C. Ewing.²⁸ Neither Waddell & Russell nor Jones & Russell was represented that year. Instead, the former loaded a wagon train with merchandise, bought a herd of cattle, and sent them to California under the supervision of R. W. Durham. Leaving about the middle of April, they moved steadily across the plains and mountains and by September 8 were near Sacramento, having lost only one man and 20 per cent of their stock en route. Durham himself remained in California and settled on a ranch in Butte Valley.²⁹

Although the system of awarding contracts for the transportation of separate allotments of supplies to the lowest bidder seems to have been satisfactory so far as delivery at the destination was concerned, both contractors and the government were dissatisfied with it. It was cumbersome and time-consuming, for each consignment, whether one wagon-load or several trains, had to be negotiated individually. Moreover, it left no room for the exercise of judgment on the part of the quartermaster concerning the experience, qualifications, and financial status of the contractors.

From the contractors' point of view, the system was unsatisfactory because it forced them, upon being awarded a contract, to assemble the necessary wagons, oxen, and teamsters on short notice. When they returned in the fall, they usually sold the oxen and sometimes the wagons, for there was no certainty whatever of receiving a contract the

²⁶ 33d Cong., 1st Sess., *House Exec. Doc. 17*, p. 9.

²⁷ Dorothy Gardiner, *West of the River* (New York: Crowell, 1941), pp. 208–232.

²⁸ 33d Cong., 1st Sess., *House Exec. Doc. 17*, p. 9; *Lexington Express*, April 19, 1854.

²⁹ *Lexington Express*, April 26 and November 8, 1854; Durham, letters to W. B. Waddell, November 13, 1860, February 3, 1861, and June 29, 1864.

next year. Consequently, in 1854 Quartermaster General Thomas Jesup decided to abandon the old system of awarding contracts. Instead of dealing with each consignment every year, one contract would be let for the transportation of all supplies to all the posts in the West and Southwest for two years.

News of the new plan no doubt caused great excitement among the freighters in western Missouri, for it would be the largest, most important, and most remunerative contract ever let for the transportation of military supplies in the United States. Here was a gilt-edged opportunity for the person able to take advantage of it. The new system would transform freighting from a highly speculative venture into a solid business enterprise. The only drawback was that no single experienced individual or firm of contractors in western Missouri was financially able to handle such a contract alone.

Thus the new plan drew together the three men in the freighting business who, together, were best qualified by experience and financial resources to undertake the contract: William H. Russell and William B. Waddell of Lexington, and Alexander Majors of Westport. Among them they possessed the business acumen and technical skill to make a success of the undertaking. All three of the men had begun at the bottom and amassed a small fortune by hard work and ability. Each was a highly respected businessman in his community, and each contributed uniquely to the enterprise.

Of the three men, William H. Russell had the most extensive financial connections. In addition to his previously mentioned business ventures in military contract freighting, he was engaged, with W. H. Ewing, William Limrick, and William H. Shields in land speculation in Johnson and Lafayette counties, Missouri. He was also a director of the Lexington branch of the Bank of Missouri, a director of the Lexington & Davis County and Lexington & Booneville railroads, and president of the Lexington Mutual Fire and Marine Insurance Company and the Lexington Plank Road Company.

To a lesser degree, William B. Waddell was also inclined to diversify his business interests. In 1850, with John I. Waddell and Robert B. Bradford, he had outfitted a party of Lexingtonians bound for the California gold fields. Waddell and Bradford financed the expedition but did not accompany it. John I. Waddell and three other men made the trip, which, however, proved fruitless.³⁰ In 1854 Waddell was elected

³⁰ John I. Waddell, W. B. Waddell, and R. B. Bradford, *California Agreement*, April 25, 1850.

a director of the Lexington Mutual Fire and Marine Insurance Company, of which Russell was president.³¹

Majors was perhaps the most conservative of the three partners. Before entering the partnership he had worked alone, with singleness of purpose, in the development of his freighting business. Not a speculator, he had bought what land he owned for the sole purpose of furnishing pasture and feed for his oxen.

Speculation as to which of the three men broached the idea of forming a partnership is unprofitable; any one of them could have done so. The important thing is that all were receptive to the plan. They discussed it thoroughly, perhaps consulted the quartermaster at Fort Leavenworth, Major E. S. Sibley, and decided to combine resources. It is probable that the Major, who knew them all well, encouraged them in the undertaking.

Under the copartnership agreement, dated December 28, 1854, Russell, Majors, and Waddell agreed to engage

... in the business of merchants in the buying and selling of goods, wares, and merchandise, and also in a general trading in stock, waggons, teams and other things used in the outfitting of persons, or trains across the plains or elsewhere, and also in freighting goods or freights for the Government or others, as well as for themselves, for sale or barter, which partnership is to be conducted in the city of Lexington under the name, style, & firm of Waddell, Russell & Co., and at such other places in Jackson County as the partners may agree upon under the name, style, and firm of Majors & Russell, and shall commence on the first day of January, 1855, and continue for the term of two years unless sooner dissolved by mutual consent.³²

By this comprehensive agreement the signatories launched one of the most brilliant enterprises in the history of the West. For many years historians have been puzzled by the various names of the firm. The agreement makes it clear that although the company did business in various places and under different names, it was composed of the same three partners. The capital stock of the copartnership was \$60,000, one-third of which was furnished by each of the partners. The widely publicized idea that Waddell furnished the money as a "silent partner" has no basis whatever in fact. Each man contributed his share of the capital, and Waddell was as active as either of the other members of the

³¹ *Lexington Express*, January 25, 1854.

³² Russell, Majors & Waddell, Copartnership Agreement, December 28, 1854.

partnership. The office and headquarters of the firm were to be in Lexington, under Waddell's supervision. Russell went to Washington and New York to look after contracts, finances, and the collection of payment from the War Department; and Majors attended to hiring the teamsters, loading the trains, and overseeing them on the road.

CHAPTER FOUR

The Freighting Monopoly

Following the organization of the firm of Russell, Majors & Waddell on January 10, 1855, the partnership of Waddell & Russell in Lexington was dissolved and the new company took over its business. The store continued to operate at the old location on North Broadway, but under the new name.¹ Admitting Majors as a partner in the store is probably the means by which Russell and Waddell contributed their share of capital stock in the freighting copartnership. Majors undoubtedly provided the necessary freighting and outfitting equipment as his contribution.

On March 27, 1855, under the name of Majors & Russell, the firm signed a two-year contract—the largest single contract ever let by the Quartermaster's Department at Fort Leavenworth up to that time—with Major Sibley for the transportation of from fifty thousand to two and a half million pounds of military stores to Fort Union, Salt Lake City, and intermediate points. Under the schedule of payment, which was based on a standard rate for moving one hundred pounds one hundred miles, the rate to Fort Union was \$1.14 to \$2.20. From that post to any other point in New Mexico it was \$1.40 to \$1.80, and to Salt Lake City and intermediate points, \$1.30 to \$2.15. These rates applied to April and May loadings only; rates for later loadings were higher.²

Meanwhile, plans were being made to establish company field-operations headquarters in the infant town of Leavenworth, Kansas, rather than in Lexington or Westport. The partners moved their wagons, oxen, and other equipment from western Missouri to Leavenworth and purchased the additional equipment that was needed. In April the town became a mecca for teamsters, as hundreds of them flocked in on horseback, by foot, and by steamboat up the Missouri River. When they

¹ *Lexington Express*, January 10 and July 4, 1843.

² 34th Cong., 1st Sess., *House Exec. Doc. 17*, p. 9.

arrived, they had to camp out, because the new settlement had no accommodations as yet. The applicants were interviewed and carefully screened by Majors and his wagon masters. Regardless of experience or general qualifications, each teamster employed had to sign the pledge that Majors had written out when he first went into the freightin business with only six wagons. To each employee Majors gave a Bible, with the paternal advice to read it and practice its teachings. When the last driver had been enrolled, the company roster bore seventeen hundred names.³

In the meantime, in Lexington, Waddell sent a corps of experienced buyers into Lafayette and other counties bordering the Missouri River to purchase oxen. Some of the oxen were loaded onto steamboats and shipped to Leavenworth, while others were driven overland. As they arrived, they were sent out on the prairie west of town to graze under the supervision of the teamsters. Each wagon master chose about 325 oxen for his train and turned them over to his teamsters to test and pair off as yokefellows. Young, unbroken oxen were yoked with old, experienced ones, and the teams were driven up and down the pasture until they learned what was expected of them. When the teams had all been made up, they were hitched to wagons and introduced to traveling in a train. As a result of this careful process of breaking the oxen in, the teams were ready for the road when loading time arrived. By the time its quota was filled, the company owned 7,500 oxen.⁴

The wagons, most of them new, were of the Conestoga type used by Dutch settlers in Pennsylvania since the eighteenth century. With the development of the Santa Fe trade, the wagons had been increased in size and carrying capacity until they were capable of bearing a load of seven thousand pounds. Usually, however, the weight limit was about five thousand pounds. Both ends of the box were tilted slightly to prevent the load from shifting when the wagon went up or down hill. The wagons used in 1854 included the Pittsburgh, built in Pittsburgh, Pennsylvania; the Murphy, fashioned by J. Murphy in St. Louis; and others, probably of the Conestoga type, from Philadelphia. The latter ones were sent to Leavenworth by water via New Orleans and the Mississippi and Missouri rivers. All these wagons, built especially for travel on the Great Plains, were constructed with great care. The hubs of the wheels were made of Osage orange wood (common hedge, or *bois d'arc*), and the spokes and felloes of well-seasoned white oak.

³ *Kansas Herald*, May 1 and December 3, 1855.

⁴ *Kansas Herald*, February 23, 1855.

The iron tires, which usually had to be reset at least once in crossing the plains because of shrinkage of the wood, were four inches wide. The box was equipped with bows, over which was stretched one, or sometimes two, Osnaburg sheets, nailed down all the way around to make the wagon weatherproof. The cost of one of these wagons, sheeted and ready for the road, was about \$190.00.⁵

When the wagons were loaded with military supplies and the covers were in place, they were billed through to their destination and were not to be opened until they arrived. Provisions for the teamsters, bedrolls, what few personal belongings the men were allowed to take with them, spare ox chains and yokes, and cooking utensils were carried in what was known as the kitchen wagon. When camp was made, the men cooked their own meals over a campfire or took turns cooking for the whole crew, and sat on the ground to eat. They slept under the wagons in all kinds of weather, and anyone who became ill was carried in the kitchen wagon. The teamsters usually walked, but were allowed, under favorable road conditions, to stand or sit on the wagon hounds immediately behind the wheel yoke of oxen. It was a hard life, but the teamsters, a rugged lot, were accustomed to it. They were paid \$25.00 to \$30.00 a month and subsistence. The wagon master, who had complete charge of the train (usually about thirty men) and whose word was law, received \$125.00 per month and board.

When the last train pulled out from the loading docks at Fort Leavenworth, Majors & Russell had 500 wagons—a total of 20 trains—carrying some 2,500,000 pounds of supplies to various posts in the West. These great vehicles represented an investment of \$95,000. The value of the 3,500 yoke of oxen drawing them, appraised at \$75.00 a yoke, was nearly \$300,000. Adding the value of buildings, land, stocks of goods in the stores at Lexington and Leavenworth, and the outfits for the trains, the partners had invested more than \$500,000 exclusive of employees' wages, to carry out the two-year contract.

While each partner had a comfortable fortune of his own for that day and place, their unencumbered assets taken together probably did not equal their investment; they were able to equip themselves for this gigantic undertaking only by using credit. They bought wagons, oxen, and equipment with acceptances, or drafts, due in 90 to 120 days. Their contract with the government was so extensive and their personal reputations for integrity so good that such obligations were accepted as

⁵ E. M. Ryland, letter to W. B. Waddell and W. H. Russell, March 17 and 18, 1858.

readily as cash. In fact, their "paper" was circulated as a medium of exchange among banks, merchants, and individuals in western Missouri and St. Louis.

The decision to establish field-operations headquarters at Leavenworth rather than Lexington or Westport was based on the fact that on May 20, 1854, President Franklin Pierce had signed the Kansas-Nebraska bill, creating Kansas Territory and opening up to settlement some twenty-two million acres of virgin land at from \$1.25 to \$2.50 an acre. Prior to the passage of the bill and while it was yet under consideration, treaties had been made with most of the Indian inhabitants of the territory whereby the Indians ceded to the United States the lands they occupied, retaining only a small portion.

The prospect of the territory's being thrown open to settlement had caused intense excitement in western Missouri. While the Kansas-Nebraska Bill was yet being debated in Congress, men from Missouri had illegally crossed the border to secure squatters' claims. Within a few weeks' time almost every section of arable land available had been claimed. On June 13, 1854, a group of thirty-two men had organized the Leavenworth Town Company. The company was divided into 175 shares, selling for \$250.00 each. Settlers had begun to flock into the country immediately, although the first sale of lots was not held until October 9 and 10.⁶ Meanwhile, other town sites were chosen and laid out.

The promoters of the Leavenworth Town Company, among whom was an officer or two from the fort, did not overlook the advantage of having a large contracting firm locate in their town. It was likewise obvious to Russell, Majors, and Waddell that locating their headquarters in Leavenworth, only two or three miles from the fort, could be financially advantageous to their firm. As a first step toward establishing themselves in Leavenworth, the partners purchased from the Town Company lots across the street from the future site of the famous Planter's House, overlooking the Missouri River. Early in 1855 they erected a large building to house a store and offices of the freighting firm. They also built a blacksmith shop, a wagon-repair shop, and extensive corrals. At about the same time, they purchased fifty-three more lots from the Leavenworth Town Company, and during 1855 they spent fifteen thousand dollars for buildings and improvements. They also opened a

⁶ D. W. Wilder, *The Annals of Kansas* (Topeka: Kansas Publishing, 1886), p. 463; H. Miles Moore, *Early History of Leavenworth City and County* (Leavenworth, 1906), pp. 18-19, 26.

lumberyard and a packing plant to supply meat for their trains and built a sawmill on Shawnee Creek, nine miles south of town.

On April 10, 1855, Russell, Majors, and Waddell added another clause to their original partnership agreement providing for the establishment of a general dry goods, grocery, and outfitting business in Leavenworth under the name of Majors, Russell & Company. On May 11 the partners advertised the opening of a store carrying a "large and general assortment of Dry Goods, Clothing, Blankets, Hardware, and a well selected stock of Groceries, Iron, and Castings." They also stocked "a well selected assortment of Outfitting for the Plains." The name used for the store in this advertisement was Majors, Russell & Company, but some other advertisements for the store used the name Russell, Majors & Waddell.⁷ The store was first managed by Charles R. Morehead, Russell's nephew, and later by Albert O. Bangs, a half brother of Russell.

Among the best Indian lands ceded to the United States government in 1854 were those belonging to the Delawares. These lands lay north, west, and south of the fort and the town of Leavenworth, and even before the passage of the Kansas-Nebraska bill squatters began crossing the Missouri River from Missouri and locating on them. In 1856, under the name of Majors, Russell & Company, the three partners began to speculate in Kansas lands.⁸ Employees of the freighting firm—wagon masters, teamsters, and clerical help—were requested to stake out squatters' claims. Many of these claims became valuable because of improvements made on them. By 1856 about twelve hundred squatters were living on the Delaware tract, much of which had been officially appraised at \$2.50 an acre.⁹

When the first sale of Indian lands was opened in November, 1856, it was attended by all the squatters, who had organized and agreed to stand by each other until every bona fide settler got the claim he had occupied. The squatters stood solidly packed about the sales booth, pushing the speculators to the outskirts of the crowd. They bid in their land at the appraised rate, as the government commissioner quietly ignored the speculators. This procedure was justified, for many of the

⁷ *Leavenworth Herald*, May 11, 1855; *Kansas Herald*, December 3, 1855.

⁸ Bureau of American Ethnology, *18th Annual Report* (Washington, D.C., 1896-1897), pp. 791-792.

⁹ Majors, Russell & Company, *Kansas Land Account*, November 12-December 16, 1856; John W. Geary, "Executive Minutes," *Kansas Historical Collections*, IV (1886-1890), 520-745; and William H. Coffin, "Settlement of Friends in Kansas," *Kansas Historical Collections*, VII (1901-1902), 322-360.

squatters had lived on their claims for two or more years and had made considerable improvements.

With money furnished by Majors, Russell & Company, employees of the firm, as well as others, paid for their claims, received a receipt, and signed it over to William H. Russell. When the sale closed, Russell held receipts for twenty-one quarter sections—about 3,360 acres—paid for with money furnished in equal parts by himself, Majors, and Waddell.¹⁰

In another sale of Delaware lands, in the fall of 1857, Russell bought eleven more quarter sections, making a total of thirty-two quarter sections, or about 5,120 acres. Assuming that they paid the appraised price for the land, Russell, Majors, and Waddell had made a speculative investment of about \$12,800. On March 20, 1857, Majors sold his one-third interest in the lands to Russell and Waddell for \$5,000, and also his interest in their fifty-three lots in Leavenworth.¹¹ Majors' withdrawal from the land speculation and the land account may indicate that he did not consider it a successful venture.

A new territory just being settled, Kansas lacked many of the basic financial institutions and services. In the absence of a bank in Leavenworth, Russell, Majors & Waddell probably carried on most of their business through the facilities in Lexington. This procedure, however, was unsatisfactory; Leavenworth needed a local bank. On a business trip to Washington in the spring of 1855, Russell called on Luther R. Smoot, an old acquaintance and a partner in the Washington banking firm of Suter, Lea & Company. Smoot proposed the organization of a bank in Leavenworth under the name of Smoot, Russell, & Company. Russell assented, and the names of Lea and Suter were added in such a manner (without their knowledge or consent, Lea said later) as to make it appear that the Washington firm was financially interested in the Leavenworth concern. Russell and Smoot opened their bank at the southeast corner of Main and Shawnee streets in a two-story stone building.¹²

In 1857 Russell, Waddell, Smoot, and others organized the Kansas Valley Bank of Leavenworth, with proposed branches at Atchison, LeCompton, Doniphan, Fort Scott, and Shawnee. None of the branches were ever opened, however, except the one at Atchison. In 1858 Russell

¹⁰ William H. Russell, William B. Waddell, and Alexander Majors, Contract, December 18, 1858.

¹¹ Alexander Majors, Quitclaim Deed, March 20, 1857.

¹² 36th Cong., 1st Sess., *House Report* 49, p. 78; Moore, *Early History of Leavenworth*, p. 150. The first advertisement for the bank appeared in the *Leavenworth Journal*, February 19, 1857.

became president of the bank, Smoot apparently dropped out of the partnership, and Alexander Majors took his place in 1860. Waddell became president of the bank in 1862, and Russell, cashier.

With Amos Rees and others Russell organized the Leavenworth Fire and Marine Insurance Company. In 1855, when the Leavenworth Pawnee & Western Railroad was incorporated by the territorial legislature, Russell's name headed the list of directors; and Russell also became one of the principal stockholders in the company formed to build the Planter's Hotel in Leavenworth.

From the very beginning Russell, Majors, and Waddell were three of the most able and influential capitalists in the territory. Slaveholders themselves, they favored the legalization of slavery in Kansas; and when former senator David R. Atchison formed an association to make Kansas a slave state, Russell became treasurer of it.¹³ On November 14, 1855, pro-slavery men formed the Law and Order party, and Russell became a member of that organization also. In July, 1856, Russell and four other prominent members of the party issued an Appeal to the South, describing the situation in Kansas and requesting money and immigrants from the South.¹⁴ The Lexington newspaper announced on July 2 that Majors, Russell & Company would receive money for pro-slavery immigrants to Kansas. On the twenty-eighth of the same month Russell addressed a Kansas meeting in Columbia, Missouri, for the purpose of raising money to promote the interests of slavery in the territory.¹⁵ A correspondent for the *New York Tribune* reported that rifles, supplies, and agricultural implements taken from free-state emigrants were being stored and sold in the Russell, Majors & Waddell warehouse in Leavenworth.¹⁶

As 1856 drew to a close, Majors said the company's books showed a profit of \$150,000 for the year, approximately the same figure as for the previous year.¹⁷ The firm had rendered satisfactory service, the partners' personal fortunes were increasing rapidly, and the future seemed secure.

¹³ Wilder, *The Annals of Kansas*, p. 142.

¹⁴ Elmer Leroy Craik, "Southern Interest in Territorial Kansas, 1854-1858," *Kansas Historical Collections*, XV (1919-1922), 360; *Lexington American Citizen*, July 2, 1856.

¹⁵ Craik, "Southern Interest in Territorial Kansas," p. 378.

¹⁶ Walker D. Wyman, "Freighting: A Big Business on the Santa Fe Trail," *Kansas Historical Quarterly*, I (1931-1932), 21.

¹⁷ Alexander Majors, *Seventy Years on the Frontier* (Columbus, Ohio: Long's College Book Co., 1950), p. 142.

CHAPTER FIVE

War Drums on the Great Salt Lake

Although the copartnership agreement of December 28, 1854, technically expired in 1856, it was continued by mutual consent. A new one was not necessary; the interests of the three partners were so inextricably entwined that it would have been impossible to separate them even if they had wished to do so. Therefore, on February 25, 1857, again under the name of Majors & Russell, the three men signed a one-year contract with the quartermaster at Fort Leavenworth, thus gaining a monopoly on the transportation of all military supplies west of the Missouri River for another year.¹

Under the terms of the contract, which was to become the center of a major controversy, the firm bound itself to receive from fifty thousand to five million pounds of military stores at Fort Leavenworth and Fort Riley in Kansas Territory, Fort Union, and the town of Kansas (City), Missouri, and to deliver the supplies to any military post or depot in the territories of Kansas and New Mexico; El Paso, Texas; the Gadsden Purchase; and Utah south of the fortieth parallel. The agreement also provided that they deliver supplies to Fort Laramie and to Oregon south of the fortieth parallel.²

Any train carrying less than fifty thousand pounds was to be given a military escort. This clause was inserted solely to provide protection against Indians along the New Mexico route. Trains carrying more than

¹ Articles of Agreement Between Captain Thomas L. Brent and Alexander Majors, William H. Russell, and William B. Waddell, February 25, 1857, National Archives, Records of the War Department, Office of the Quartermaster General (hereafter cited as Articles of Agreement); also in "A Brief Statement of the Claim of Majors & Russell, also the Evidence Upon Which it Rests," MS, Huntington Library, pp. 26-29 (hereafter cited as "A Brief Statement"). See also Appendix, pp. 213-220.

² Majors & Russell, "A Brief Statement," pp. 26-29.

fifty thousand pounds supposedly should have been able to protect themselves. It was stipulated that Majors & Russell were to employ agents at Santa Fe and Fort Laramie to whom notices of stores to be delivered might be given. In order that the contractors might be ready for service, notice was to be given these agents of the quantity and destination of supplies from ten to sixty days in advance. Since payment for service was based upon the transportation of one hundred pounds per one hundred miles, it was agreed that the distance from Fort Leavenworth to Fort Union was seven hundred miles; to Fort Kearny, three hundred miles; and to Fort Laramie, six hundred miles.³

The schedules of payment were as shown opposite.

By the middle of May, Majors & Russell had dispatched 48 trains made up of about 645 wagons, carrying 3,870,797 pounds. Of this weight, 241,274 pounds was billed to Marysville, Council Grove, and Fort Riley, Kansas; 128,394 to Cedar Springs; 1,075,330 to Fort Kearny; 1,074,467 to Fort Laramie; and 1,427,572 to Fort Union.⁴ To draw the wagons, 7,740 oxen, driven by approximately 700 teamsters and assistants, were required. The wagons were valued at about \$122,550, the oxen at \$288,750. Since the trains varied in number of wagons, the cost of outfitting them can be only roughly estimated. Based upon the Majors & Russell claim for losses in the Utah Expedition of that year, the cost ran to more than \$50,000. The trains that took to the road in May, 1857, represented an investment somewhat in excess of \$500,000, about the same as for 1856. As the last train rolled out of sight in the distance, the people at headquarters in Leavenworth had reason to relax. Only 150 head of cattle, about half enough to move one train, and 33 wagons, remained unused.⁵

Trouble was brewing, however, and the period of relaxation was destined to be brief. For several years the government in Washington had been involved in difficulties with the Mormons in Utah. Acting on the advice of his cabinet, President James Buchanan had decided to appoint a governor to succeed Brigham Young and to send a military expedition to the territory to support the new executive and serve as a *posse comitatus* to sustain his authority. Consequently, in an order

³ William H. Russell, "The Indian Trust Bonds and Acceptances," *St. Louis Tri-Weekly Republican*, April 4, 1861; Majors & Russell, "A Brief Statement," p. 31.

⁴ Charles Mundee, Statement of Public Stores Transported From Fort Leavenworth . . . by Messrs. Majors & Russell in the year 1857; Majors & Russell, "A Brief Statement," p. 34.

⁵ Russell, "The Indian Trust Bonds."

Names of posts and places	Starting Dates and Rates of Payment (New Mexico Route)							
	May 1 to June 30	July 1 to July 31	Aug. 1 to Aug. 31	Sept. 1 to Sept. 30	Oct. 1 to Nov. 30	Dec. 1 to Feb. 28	Mar. 1 to Mar. 31	Apr. 1 to Apr. 30
To Fort Union and Intermediate Posts	\$1.12	\$1.14	\$1.70	\$2.15	\$2.80	\$3.50	\$2.80	\$2.00
From Fort Union to Any Other Points in New Mexico	\$1.40	\$1.40	\$1.40	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80

Names of posts and places	Starting Dates and Rates of Payment (Utah Route)								Miles
	May 1 to June 30	July 1 to July 31	Aug. 1 to Aug. 31	Sept. 1 to Sept. 30	Oct. 1 to Nov. 30	Dec. 1 to Feb. 28	Mar. 1 to Mar. 31	Apr. 1 to Apr. 30	
To Fort Kearny and Intermediate Points	\$1.25	\$1.25	\$1.60	\$1.60	\$2.00	\$2.90	\$3.55	\$2.90	300
To Fort Laramie and Intermediate Points beyond Fort Kearny	\$1.25	\$1.30	\$1.80	\$2.20	\$2.90	\$3.55	\$2.90	\$2.10	600
To Salt Lake City and Intermediate Points Beyond Fort Laramie	\$1.27	\$1.30	\$1.80	\$2.20	\$2.90	\$3.55	\$2.90	\$2.10	1,200

dated May 28, 1857, he directed the 5th Infantry under Colonel Carlos Waite, the 10th Infantry under Colonel E. B. Alexander, the 2d Dragoons under Colonel Philip St. George Cooke, two batteries of the 4th Artillery under Captain J. W. Phelps, and Captain Jesse L. Reno—2,500 men in all—to proceed to Fort Leavenworth and depart for Utah at the earliest possible moment. General W. S. Harney was given command of the expedition, which was called the Army of Utah.⁶

On June 2, 1857, Abraham C. Smoot, mayor of Salt Lake City, set out with the eastbound mail and Brigham Young Express Company packages. Somewhere between Fort Laramie and Fort Kearny he met the advance guard of the Army of Utah. The commanding officer of the party told Smoot that they were scouting the country in search of hostile Indians. A hundred miles west of Independence, Missouri, the mayor met some Majors & Russell supply trains, and the teamsters told him that their cargo was destined for a western post, although they did not know which one. Upon reaching Kansas City, Smoot went to the Majors & Russell office, where he learned that the supply trains were bound for Salt Lake City with stores for the Army of Utah, which was almost ready to march. He also learned that Alfred Cumming had been appointed governor of Utah in Brigham Young's stead. Harnessing his best mules to a light spring wagon, Smoot and a companion set out for home. Making a quick trip and arriving in Salt Lake City on July 24, as the Mormons were celebrating the tenth anniversary of their arrival in the valley, the mayor warned the people of the approach of the Army of Utah.⁷

Startled and dismayed by the news that Brigham Young had been deposed and that an army of 2,500 regular troops, including two batteries of artillery, was marching to their valley, the people crowded around Young for reassurance and advice. Apparently undisturbed by the ominous news, he calmly repeated his prophecy of ten years before—that the day would come when he would either become President of the United States or dictate who would. Confident that their leader would bring them safely through the crisis, the Mormons returned to their festivities. When they had entered the valley in 1847, Brigham Young had boasted, "Give us ten years of peace, and we will ask no odds of

⁶ Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* (Stanford: Stanford University Press, 1949), p. 17; Hubert Howe Bancroft, *History of Utah* (San Francisco: History Co., 1890), p. 512.

⁷ Bancroft, *History of Utah*, pp. 503–504.

the United States." In 1854, he had declared, "I am and will be governor."⁸

The policy Brigham Young adopted was an incongruous, fanatical one of both active and passive resistance. Guns were cleaned and readied, scythes were made into bayonets, and old sabers were sharpened. Messengers were dispatched to the Atlantic states and Europe to summon home the elders and apostles. Orders were sent west to the Mormon colonists in Carson Valley and at San Bernardino to abandon their settlements and hasten to the defense of Salt Lake Valley and Salt Lake City.⁹

On June 19, on orders from Washington, Captain Thomas L. Brent, quartermaster at Fort Leavenworth, notified Russell that Majors & Russell would be required to transport some two and a half million pounds of supplies for the Army of Utah to Salt Lake City.¹⁰ This requisition made the total for the year greatly in excess of the maximum of five million pounds specified in the contract of February 25, 1857, and furthermore violated the contract provision requiring that the contractors be given sixty days advance notice of any shipments required.¹¹ In addition, the company had no wagons, oxen, other equipment, or teamsters of their own available on such short notice; and the rate of pay stipulated in the contract for June 1 to September 30 loadings for Salt Lake City was much too low—the same as the rate to Fort Laramie. When the contract was signed on February 25, there was no military post in Utah, and consequently no shipment of supplies to that point was anticipated by either the quartermaster or the contractors; the rate of pay to that point had been written in as a mere formality.¹²

The pay schedule for June and July loadings was \$1.27 per one hundred miles; for August, \$1.80, and for September \$2.20.¹³ Estimating the mileage from Fort Leavenworth to Salt Lake City at 1,125 miles, the contractors' pay for June and July loadings would be \$14.27 per one hundred pounds. This seems small, in view of the fact that the current rate for transporting the stocks of civilian sutlers who

⁸ *Ibid.*, pp. 504–506.

⁹ *Ibid.*, p. 505.

¹⁰ Majors & Russell, "A Brief Statement," p. 7; Russell, "The Indian Trust Bonds"; Capt. Thomas L. Brent, "Notice to Majors & Russell," June 19, 1857.

¹¹ Majors & Russell, Contract with Captain Thomas L. Brent, February 25, 1857 (hereafter cited as Contract with Brent); Majors & Russell, "A Brief Statement," pp. 26–30.

¹² Majors & Russell, Contract with Brent, p. 31.

¹³ Russell, "The Indian Trust Bonds."

would accompany the expedition was from \$22.00 to \$25.00 per one hundred pounds.¹⁴ The contractors conservatively estimated that the actual cost to them of transporting the supplies for the expedition to Salt Lake City would be at least \$20.00 per hundred pounds. Consequently, they notified Brent that they could not undertake the service without sacrificing themselves and their creditors.¹⁵ They were justified in refusing, as trains already on the New Mexico route carried an amount of supplies sufficient to satisfy the contract of February 25.

In reply, Brent informed the firm that he could not accept their refusal. Moreover, the project must be immediately carried out under the contract, which he himself had no authority to change. Since Majors & Russell were the regular contractors, they must do the work and rely on Congress to reimburse them for any losses incurred. He further agreed that if they would go ahead with the work, he would certify the facts stated by the contractors, and he assured them that Congress would unquestionably pay them just and fair compensation for transportation in excess of the five million pounds of supplies stipulated in the contract.¹⁶ As a final argument Brent stated—no doubt truthfully—that if the contractors refused to transport the supplies, the expedition could not march to Utah that summer as directed by the President.¹⁷

Majors & Russell was not only caught off balance by the unexpected order to transport this enormous amount of supplies to Salt Lake City but was confronted with an extremely embarrassing dilemma. If they refused to undertake the service, their favorable position as principal contractors in the West for the army would be jeopardized. Should they comply with the demand, the danger of bankruptcy and financial ruin was imminent. Relying solely upon Brent's reassurances, they finally consented to transport the supplies as requested.¹⁸

From the contractors' point of view, the proposition was not as simple as Brent seems to have thought. The firm was heavily in debt for the trains already on the road. No payments for transportation on the New Mexico route had yet been received because no receipted bills of lading had been returned, and no such bills could be expected until the wagon

¹⁴ Majors & Russell, Contract with Brent, p. 31.

¹⁵ *Ibid.*, p. 8.

¹⁶ *Ibid.*, p. 7; Russell, "The Indian Trust Bonds."

¹⁷ Majors & Russell, Contract with Brent, pp. 7-32; Russell, "The Indian Trust Bonds."

¹⁸ Benjamin Card, Affidavit, December 28, 1859.

masters returned with them in September and October. The only recourse, therefore, was to go much further into debt.

When wagon masters John M. Wells, John T. Bartleson, H. T. Chiles, and others went out to buy cattle, they discovered that the animals were scarce, and the price had gone up at least 25 per cent.¹⁹ Nonetheless, the wagon masters located and purchased 3,432 head, or 1,716 yoke. It was the same story with wagons, for which the buyers had to pay more than \$190.00 each. About 350 teamsters were needed for this undertaking; and because of the lateness in starting, the risk of not being able to return home until the spring of 1858, the danger of Indian attacks, and the fact that the trains would be part of an army expedition, teamsters' wages were also raised 25 per cent. About 350 wagons—enough to make up fourteen trains—were bought at a total cost in excess of \$54,340. Outfits for the trains cost \$25,696,²⁰ including 1,815 ox yokes and 1,543 ox chains at \$3.00 each (a total cost of \$10,065), 44 mules, saddles, blankets, and lariats at \$162.55 each, 11 medicine chests at \$20.00 each, and camp kit, tools, extra irons, and woodwork valued at \$120.00 each. The amount of provisions for the fourteen trains and cost at Leavenworth were as follows: 26,400 pounds of bacon at 13¢ a pound; 46,200 pounds of flour at 5¢ a pound; 24,200 pounds of coffee at 13¢ a pound; 49,500 pounds of sugar at 13¢ a pound; and rice, beans, and dried fruit for the fourteen trains at \$22.00 per train. The total outlay for wagons, oxen, and train outfits was \$241,789.²¹

The movement of 2,500 troops 1,125 miles from their base of supplies across the Great Plains created an attractive opportunity in the field of merchandising, as well as that of transportation. Although the Army of Utah was served by officially appointed sutlers, Russell and Waddell, probably at Russell's urging, decided to send a train of wagons loaded with merchandise to supply the needs of the troops. A partnership composed of Russell, Waddell, and Andrew B. Miller of Leavenworth was formed under the name of Miller, Russell & Company.²² Majors was not a partner in the concern, but Russell, Majors & Waddell

¹⁹ *Ibid.*

²⁰ John M. Wells, John T. Bartleson, and H. T. Chiles, Affidavits, July 22 and August 2 and 6, 1859; Majors & Russell, "A Brief Statement," pp. 36, 37, 38.

²¹ Majors & Russell, "Account of Losses, 1857-1858," presented to Congress in 1860, MS, Waddell Collection, Huntington Library (hereafter cited as "Account of Losses"); and W. S. Hays, Invoice of Wagons, July 26, 1858, MS, Waddell Collection, Huntington Library.

²² Majors & Russell, "Account of Losses."

furnished the goods for the undertaking, largely on credit. Miller took the train to Utah and opened a store at Camp Scott when the army went into winter quarters.²³

Because of the nature and volume of supplies to be transported to Salt Lake City, a special organization was set up to handle the business. James Rupe of Lafayette County was appointed general agent for Majors & Russell to accompany the trains, with Charles R. Morehead as his assistant.²⁴ Under the name of Waddell & Russell, the partners agreed to furnish the Army of Utah with two thousand head of beef cattle, eight hundred of which were to be driven in advance of the troops. The remainder would be work cattle which had pulled the wagons to Utah. For this service Waddell & Russell was to receive \$44,581.10.²⁵

The beef herd, under the care of fourteen herders, departed for Salt Lake City ahead of the army. Leaving Fort Leavenworth late in June, the cattle moved slowly along the trail. Majors & Russell's trains No. 1 and 2 left next, but one of them was halted at Stranger Creek, twenty miles from the fort, when the teamsters refused to travel farther under their wagon master. Rupe and Morehead set out in a two-mule spring wagon about July 1 to overtake the beef herd; and upon reaching the stalled train, Rupe took charge of it and sent back to Leavenworth for another wagon master. After remaining at the creek several days, the train continued, passing the other train at Big Blue crossing near Marysville. A harmless brush with eight or ten Cheyenne Indians did not keep Rupe and Morehead from reaching Fort Kearny early in August.²⁶

Some travelers whom Rupe and Morehead met at the fort said they had encountered the beef herd near Plum Creek, some thirty miles west, and that it was in danger of attack by Indians. Pushing on that

²³ *Record Book J-1*, Lafayette County, Missouri, p. 283; *Record Book D*, Leavenworth County, Kansas, p. 175.

²⁴ Miller, Russell & Co., Trial Balance Sheet, January 1, 1859, MS, Waddell Collection, Huntington Library; A. B. Miller, letter to Waddell & Russell, December 3, 1858. Miller was manager of the Miller, Russell & Company stores in Camp Scott, Salt Lake City, and Camp Floyd. James Rupe had been a soldier in Col. Sterling Price's 2d Regiment Missouri Mounted Volunteers during the War with Mexico, a conductor on the Santa Fe mail line, and wagon master for many years. As a plainsman he had no superior.

²⁵ Charles R. Morehead, "Narrative," in William E. Connelley, *Doniphan's Expedition and the Conquest of New Mexico and California* (Kansas City: Bryant & Douglas, 1907), p. 608; Majors & Russell, "A Brief Statement," p. 16.

²⁶ Morehead, "Narrative," p. 603; Charles Byers, letter to Waddell, January 6, 1858.

night, the wagon train met thirteen of the herders, one of whom was wounded and riding a mule. Indians had swooped in upon their camp, killed one man, wounded another, and driven off the whole herd of cattle. Placing the injured man in the spring wagon, Rupe mounted the mule and led the herders back to Fort Kearny.

The next morning he asked the commandant for an escort to go out and round up as many of the cattle as possible. Since there were but fifty men at the post, all infantry, he was given only ten men and a six-mule wagon for them to ride in. In addition, he managed to get ten mules as mounts for his herders. First the party went to the camp that had been attacked and buried the mutilated body of the man who had been killed. Having found only sixty-five head of cattle, they returned to Fort Kearny after a brief skirmish with some Indians. The cattle were left, to be picked up by the first Majors & Russell train to come along, and the herders were told to return to Leavenworth.²⁷

After remaining overnight at the fort, Rupe and Morehead resumed their journey in the spring wagon. Now in advance of everybody connected with the Army of Utah, they stopped a few days at Fort Laramie to gather information about the road ahead. From there they continued to the Three Crossings on the Sweetwater River. Here they were overtaken by Jesse Jones, who had ridden alone from Fort Leavenworth with a letter from Majors & Russell to Rupe instructing him to buy cattle to replace the 735 driven off by the Indians at Plum Creek. He was also informed that Captain Stewart Van Vliet, quartermaster at Fort Leavenworth, was on his way to the Salt Lake Valley to choose the site for a military post. The letter further directed Rupe to be governed by Van Vliet in the disposition of the wagon trains. Jones probably brought another order from Captain Van Vliet, dated at Fort Laramie on August 21, directing Rupe to halt the advance provision trains west of Fort Laramie at or in the vicinity of Green River until further orders were received.²⁸

After remaining at Three Crossings two days, Jones was sent back to tell Captain Van Vliet that Rupe and Morehead would comply with his order and wait for him at an Indian trading post kept by a Frenchman named Baptiste on Green River. Rupe and Morehead crossed South Pass and Little and Big Sandy creeks and reached the trading post,

²⁷ Morehead, "Narrative," p. 604; Gen. Samuel W. Ferguson, "With Albert Sidney Johnston's Expedition to Utah, 1857," *Kansas Historical Collections*, XII (1911-1912), 303 n., 308.

²⁸ Morehead, "Narrative," p. 606.

where they found a group of from two to three thousand Shoshone Indians under Chief Washakie who had come to trade.²⁹

Meanwhile, on July 28 Captain Van Vliet had received special instructions to proceed to Salt Lake City, locate a site for a post, and purchase lumber to build it. He was also to find forage for the animals and assure the Mormons that the troops would not molest or interfere with them. About August 1 Van Vliet set out from Fort Leavenworth with an escort of thirty men of the 10th Infantry under Lieutenant James Deshler. The detachment was transported in wagons in order to travel as rapidly as possible. On August 8 they reached Fort Kearny, where they spent the night with the 10th Infantry, which was the advance party of the Army of Utah. On August 18 the detachment arrived at Fort Laramie. Moving on, they crossed South Pass and joined Rupe and Morehead at Baptiste's trading post in the latter part of August. The following day Van Vliet moved to Ham's Fork, and then on to Fort Bridger³⁰ the next day. There Van Vliet met a party of Mormons, who informed him that he could not proceed farther with his escort. If he wished to go on to Salt Lake City for a conference with Brigham Young, they would provide him with another escort. Van Vliet accepted their proposition, sent his troops back to Ham's Fork, and went on to Salt Lake City with the Mormons.³¹

Van Vliet's reception by Brigham Young and other Mormon leaders was cordial, but their attitude was one of total defiance. "We do not want to fight the United States," declared Young, "but if they drive us to it, we shall do the best we can; and I will tell you, as the Lord liveth we shall come off conquerors." To his fanatical prophecy of dire consequences to the United States in the event of war with the Mormons he added the threat of allowing the Indians to stop all traffic on the Oregon and California trails. Moreover, he declared that if an army succeeded in penetrating the Salt Lake Valley, they would find it a desert. The Mormons would destroy their crops, burn their homes, and cut down all

²⁹ *Ibid.*, p. 607; Majors & Russell, "A Brief Statement," p. 2.

³⁰ In May, 1857, the Mormons built a stone wall 100 × 100 feet square, 15 feet high, and 5 feet wide at the bottom around Fort Bridger. Attached to it was a corral 80 × 100 feet and 7½ feet high. When the Mormons left the Green River Valley at the beginning of the winter of 1857-1858, they burned the structure (Capt. Jesse A. Gove, *The Utah Expedition 1857-1858* [Concord: New Hampshire Historical Society, 1928], p. 97; Edwin L. Sabin, *Kit Carson Days* [New York: Press of the Pioneers, 1935], pp. 194-195; Raymond W. Settle, *March of the Mounted Riflemen* [Glendale: Arthur H. Clark Co., 1940]).

³¹ Morehead, "Narrative," p. 608.

the trees. "We have plenty here of what you want, but we will sell you nothing. Further than this," he added, "your army shall not enter this valley." Seeing that negotiations with the Mormons were impossible, Captain Van Vliet departed on September 14, traveled back east to Washington, and made his report to the Secretary of War.³²

On the same day General Daniel H. Wells, commander of the Utah militia (also known as the Nauvoo Legion), addressed a letter to Major Joseph Taylor, outlining plans and methods for a guerilla campaign against the Army of Utah:

Annoy them in every possible way . . . stampede animals and set fire to their trains. . . . Burn the whole country before them and on their flanks. . . . Keep them from sleeping by night surprises . . . blockade the road by felling trees or destroying fords where you can . . . set fire to grass on their windward . . . to envelop their trains. Leave no grass before them that can be burned.

As a postscript he added "take no life." A circular letter addressed to all officers of the Mormon militia, dated the same day and signed by Brigham Young and Wells, spelled out a similar plan of harassment but admonished, "Save life always when it is possible to do so; we do not wish to shed a drop of blood, if it can be avoided."³³

The day after Van Vliet left Salt Lake Valley, on September 15, Brigham Young issued a proclamation declaring martial law in the territory of Utah, forbade all armed forces to enter the territory, and ordered the Mormon militia, composed of from four thousand to five thousand men, to be in readiness to march "at a moment's notice to repel invasion." A portion of the Legion was, in fact, already in the field as much as a month before the proclamation was issued. About the middle of August, Colonel Robert Burton and approximately two companies of militia had been sent east along the trail to protect Mormon freight trains moving west from the Missouri River; they were also to ascertain the number of troops in the Army of Utah, their arms, etc. Having proceeded beyond Devil's Gate without meeting the army, Burton had sent all his troops back except three men, who, with himself, were to follow the soldiers slowly and select the best points for defense. In the vicinity of Devil's Gate they had met the 10th Infantry. Giving up his reconnaissance, Burton had traveled with his troops to Ham's Fork, then had gone on to Fort Bridger and there joined a party of Mormons,

³² Bancroft, *History of Utah*, pp. 505-506.

³³ *Ibid.*, p. 511; Gove, *The Utah Expedition*.

probably the men he had sent back from the vicinity of Devil's Gate.³⁴

Toward the end of September, General Wells, with 1,250 men carrying thirty days' rations, began the fortification of twenty-five-mile-long Echo Canyon, the main entrance to Salt Lake Valley, through which it was thought the Army of Utah would pass. On the west side they constructed a series of dams and ditches by means of which they could flood the road. On the east side stone heaps were placed and boulders loosened at the top of the cliffs so that they might be hurled down upon marching troops. Parapets to protect sharpshooters were also built.³⁵ Having completed these warlike preparations, Brigham Young and Wells next sent out Major Lot Smith and some forty men to burn Majors & Russell's supply trains.

In the meantime, while Rupe and Morehead were hurrying westward in their spring wagon, preparations at Fort Leavenworth for putting the Army of Utah on the march moved forward rapidly. Instructions issued to General Harney stated that no expense was to be spared in providing for the comfort and health of the troops. No limit was set on supplies, and the army was to be equipped sufficiently to act as a self-supporting unit for about six months. The amount of supplies that Majors & Russell was called upon to transport and the number of regimental and company vehicles and animals required testify to the intended self-sufficiency. On August 20 the quartermaster at Fort Leavenworth reported that he had on hand for the Army of Utah 413 six-mule wagons, 18 six-mule ambulances, 2 four-mule ambulances, and 1,870 mules. Fifty more six-mule wagons and 842 mules were needed yet.³⁶ This report probably included mules for the battery, but not officers' mounts.

While the Utah militia was preparing and initiating its campaign against the army, the Mormon people busied themselves with plans to put into effect Brigham Young's threat to evacuate Salt Lake Valley if the troops entered it. Food, clothing, stock, and a few cherished belongings were readied for transportation to a safe hiding place in the mountains. Straw was stuffed into houses and other buildings so that they would burn readily, axes were sharpened to cut down trees, and arrangements were made to destroy grain fields at a moment's notice. During Van Vliet's stay in Salt Lake City, Brigham Young had said in a Sunday sermon:

³⁴ Bancroft, *History of Utah*, pp. 512-513.

³⁵ Bancroft, *History of Utah*, pp. 513-514.

³⁶ *Missouri Republican*, July 20, 1857.

When the time comes to burn and lay waste our improvements, if any man undertakes to shield his he will be treated as a traitor . . . there shall not one building, nor one foot of lumber, nor a fence, nor a tree, nor a particle of grass or hay, that will burn, be left within reach of our enemies.³⁷

Such was the situation in the Valley of the Saints as the Mormons awaited the Army of Utah in September, 1857. When Van Vliet, on his way to Washington, had reported to General Harney the status of affairs in Utah, the old warrior had declared, "I am ordered there, and I will winter in the Valley or in Hell." He did neither, however, for on August 27 Colonel Albert Sidney Johnston of the 2d Dragoons was appointed to succeed him as commander of the Army of Utah.³⁸

³⁷ Bancroft, *History of Utah*, p. 508; Ferguson, "With Albert Sidney Johnston's Expedition to Utah," p. 303 n.

³⁸ Bancroft, *History of Utah*, p. 512.

CHAPTER SIX

Westward with the Army of Utah

While the proposition of sending an expeditionary force to Utah was still under consideration, the opinion of Lieutenant General Winfield Scott, commanding general of the United States Army, was sought. Since the best time for starting such a long march was already a month or six weeks past, and more time would be required to assemble the troops and supply trains, he strongly advised that it be postponed until 1858. General W. S. Harney was also opposed to the undertaking for the same reason. Although he was willing to obey orders, he clearly saw the disadvantages in attempting the expedition that year.¹ He and General Scott were right, for by the time the rear guard left Fort Leavenworth, the entire army should have been at Salt Lake City.

Nevertheless, on July 17 the 10th Infantry, composed of six hundred officers and men under Colonel E. B. Alexander, left Fort Leavenworth as the advance guard of the Army of Utah. With it traveled a number of Majors & Russell's supply trains. This arrangement was unsatisfactory to the contractors, however, because the movements of their trains were subordinate to those of the army. Being at the rear of the column also created a problem concerning grazing, and sometimes water. Since the units of the advance party camped in the order in which they traveled, the wagon trains were unable to choose the best campsites or grazing grounds for their animals. Grass was sometimes scarce and water often at a distance. Russell had foreseen these problems and protested against them in a letter to Colonel Charles Thomas, Assistant Quartermaster General, in which he offered to waive military escorts and assume the risk of allowing the supply trains to travel by themselves. Thomas

¹ Hubert Howe Bancroft, *History of Utah* (San Francisco: History Co., 1890), p. 497; Capt. Jesse A. Gove, *The Utah Expedition 1857-1858* (Concord: New Hampshire Historical Society, 1928), pp. 7, 11, 22, 60.

referred the letter to General Harney, who allowed trains No. 1, 2, 3, 4, 6, 7, and 8 to proceed as Russell had requested.²

The advance guard, traveling steadily though not rapidly, reached Fort Kearny on August 9. On September 2 they arrived at Fort Laramie, where they remained two days. Fourteen days later they left the Platte to ascend the Sweetwater River. On September 21, along the river west of Devil's Gate, they met Captain Van Vliet on his way to Washington. In response to inquiries by the officers, he informed them the Mormons would oppose their entrance into the Salt Lake Valley and that the army could not enter it that fall. There were seven hundred mounted Mormons in the mountains, he said, who had burned the grass along the road for many miles. As the army marched, Mormon spies, including Colonel Robert Burton and his companions, attached themselves to the column and traveled with it. The advance detail crossed South Pass and camped at Pacific Springs.³

Although General Harney and other officers at Fort Leavenworth knew the decision to march at that time of year was unwise, they assembled the troops and supply trains in remarkably short time. Majors & Russell's trains No. 1 and 2, which Rupe and Morehead had seen on the road early in July, were probably composed in part of the thirty wagons remaining when all the others had been put on the New Mexico route earlier in the season. Trains No. 3, 4, 6, 7, and 8 followed from time to time but were all ahead of the advance guard of the army. They rolled along in good order day after day and were not molested by Indians. About September 3, trains No. 1, 2, 3, and 4 arrived at Lieutenant Deshler's camp on Ham's Fork, where they were halted in accordance with Van Vliet's order of August 21. The wagons were corralled and the oxen sent upstream to graze. When trains No. 6, 7, and 8 arrived on September 28, their oxen were sent to join the others.⁴ Now there were 182 Majors & Russell wagons and about 1,200 oxen in camp on Ham's Fork, with no protection except Deshler's 30 men and some 200 teamsters.

² Majors & Russell, "A Brief Statement of the Claim of Majors & Russell, also the Evidence Upon Which It Rests," MS, Huntington Library, p. 2 (hereafter cited as "A Brief Statement").

³ Gove, *Utah Expedition*, pp. 12-64.

⁴ Majors & Russell, "A Brief Statement," p. 17; Charles R. Morehead, "Narrative" in William E. Connelley, *Doniphan's Expedition and the Conquest of New Mexico and California* (Kansas City: Bryant & Douglas, 1907), p. 608; Capt. John H. Dickerson, Statement, in Majors & Russell, "A Brief Statement," p. 23.

During his stay at Ham's Fork, Rupe wrote a letter to William H. Hooper, Utah territorial secretary pro tem under Brigham Young, telling Hooper that he held a claim for several thousand dollars against him due Russell, Majors & Waddell. Rupe would be glad, he said, to take anything in the way of provisions, and in any quantity, as payment of the debt. In response Hooper sent several wagonloads of flour and other foodstuffs. The Mormons who brought the provisions to the camp assured the teamsters that if they did not fight they would not be molested. Fearing, however, that the Mormons might have poisoned the flour, the men would not eat any of it until Rupe and Morehead had done so for several days.⁵

On September 27 William McCarty, one of the herders from the cattle camp, came down to Rupe in a very agitated state of mind. An Indian and a Mexican, he said, both employees of Jack Robinson, who had a herd of horses near the cattle grazing grounds, had come from Fort Bridger with word that the Mormons were going to seize the cattle the following day. To forestall this disaster, the animals were brought down to Rupe's camp that night and corralled, and arrangements were made for the defense of the place. Ammunition was distributed and guns were loaded. That same day, Colonel Alexander of the advance guard sent Lieutenant Deshler a note asking whether he needed any assistance or was in any way threatened by the Mormons. Deshler replied, explaining the situation, and said the scouting parties had made a reconnaissance of his and the cattle camp, but that was all. That night the advance guard of the army camped at Green River, twenty miles from Deshler's camp.⁶

Colonel Alexander had already had experience with Mormon tactics on the night of September 24 at Pacific Springs. At about two o'clock in the morning his camp was thrown into confusion by gunshots and the thunder of stampeding mules. By the time the troops were dressed and under arms, every mule belonging to the regiment had disappeared in the darkness. They did not run far, however, because the bell mule's picket rope became entangled in the sagebrush and stopped him. All the others except thirteen stopped with him. They were brought in and tied to wagons and the missing ones found the next morning.⁷

On September 26, as they neared Little Sandy Creek, the advance guard saw a band of some sixty armed and mounted Mormons following a detachment under Lieutenant William Clinton, who, with his men and

⁵ Morehead, "Narrative," p. 609.

⁶ *Ibid.*, p. 608; Gove, *Utah Expedition*, pp. 66-67.

⁷ Gove, *Utah Expedition*, pp. 64-65.

one dozen wagons, had been sent forward to Green River for forage. When the troops came in sight, the Mormons hastily rode away.⁸ Upon the return of the messenger Colonel Alexander had sent to Deshler, the Colonel ordered Captain Jesse A. Gove to take two companies and make a rapid night march to Ham's Fork to reinforce Deshler. At two o'clock Captain Gove and his men quietly took to the road.

After making preparations for the defense of the camp, including the posting of mounted guards, Deshler, Rupe, and Morehead ascended a nearby bluff, where they remained on lookout all night. At daylight the next morning they saw a large body of mounted Mormons approaching from the west in the direction of Fort Bridger. The three men could also see Gove's companies approaching from the east. When the Mormons saw the troops, they turned back; they had intended to stampede the cattle, not to fight United States soldiers.⁹ Alexander arrived that day with the 10th Infantry, and in honor of General Winfield Scott the place was called Camp Winfield,¹⁰ by which name we shall know it hereafter.

In the meantime, General Wells had moved his headquarters from Echo Canyon to Cache Cave, southwest of Fort Bridger. On September 29 he wrote a letter to Alexander, enclosing copies of the act of Congress creating Utah Territory, Brigham Young's proclamation of September 15, and a dispatch from Young himself which Major Lot Smith had delivered. Young declared he was still governor of the territory and ordered the Colonel to return the way he had come. Should he, however, wish to remain at Camp Winfield for the winter, he could do so, on the condition that he turn over to the Mormons all his arms and ammunition. Having done that, his regiment would then be furnished whatever provisions it required. Alexander's reply was that he would give the letter to the commander of the Army of Utah when he arrived. The troops had come by order of the President of the United States, he said, and their movements would be governed by competent military authority.¹¹

Upon receiving the Colonel's letter, Wells ordered Lot Smith to take forty men, pass the rear of the Army of Utah, and turn back or burn Majors & Russell's supply trains that were still on the road. Smith and his party struck out along the trail toward South Pass. After riding all

⁸ *Ibid.*, p. 67.

⁹ Morehead, "Narrative," p. 608; Gove, *Utah Expedition*, p. 67.

¹⁰ Gove, *Utah Expedition*, p. 68.

¹¹ Bancroft, *History of Utah*, pp. 514-515; Gove, *Utah Expedition*, pp. 69-70.

night they met a small sutler's train on the morning of October 3 and ordered it to turn back. The drivers obeyed, but when the Mormons were out of sight they turned around again and continued westward.¹²

Later in the day Smith met Benjamin F. Ficklin, who was collecting McGraw's surveying party, whose work was being abandoned because of Mormon hostilities.¹³ Smith questioned Ficklin concerning the position of the troops and the Majors & Russell supply trains, some of which were in the immediate vicinity. Not long after leaving the Mormon party, Ficklin met the sutler's train which the Mormons had turned back. Going on to Camp Winfield, he reported what he had learned to Colonel Alexander, who requested Ficklin on his return to notify Colonel Carlos Waite of the 5th Infantry. On his way Ficklin met another party of Mormons, who intimated that it was their purpose to destroy Majors & Russell's train. Meeting Colonel Waite two miles west of Green River, Ficklin reported the situation to him. Although trains No. 21 under wagon master John Dawson and No. 25 under R. W. Barrett were only about six miles behind the regiment, the Colonel did nothing to protect them.¹⁴

Dawson and Barrett moved ahead, wholly unaware that a strong Mormon detachment was lurking nearby, and made camp on Green River that night. About one o'clock on the morning of October 4, Dawson awakened and found his train completely surrounded by Lot Smith's band of Mormons. He later said that there were eighty or ninety of them, all well mounted and armed, but this was an overestimate. The surprise Smith had planned was a complete success. The thirty-six to forty teamsters sprang from their blankets, but it was too late to offer resistance, had they been of a mind to do so. Seeing that they were dealing with determined men, Dawson ordered his men to stack their arms and stand where Smith indicated. In high good humor

¹² Bancroft, *History of Utah*, p. 515.

¹³ In 1857 William M. F. McGraw was authorized by the government to organize a party of one hundred men to lay out a new road, called the United States Overland Wagon Road, from South Pass to Salt Lake City. When Mormon hostilities broke out, McGraw abandoned the project and turned his men and equipment over to Col. Albert Sidney Johnston, commander of the Army of Utah (Leroy Hafen and Anne Hafen, *The Utah Expedition* [Glendale: Arthur H. Clark Co., 1958], pp. 122-138).

¹⁴ Benjamin F. Ficklin, Affidavit, January 20, 1859, p. 13; J. C. Irwin, Affidavit, January 19, 1859, pp. 11-12; R. W. Barrett, Affidavit, December 8, 1857, pp. 14-15; Stephen T. Rannabarger, Affidavit, December 18, 1857, pp. 15-16; Charles R. Morehead, Affidavit, March 25, 1858, pp. 18-19; and Francis B. Davidson, Affidavit, February 27, 1858, pp. 19-20; all in Majors & Russell, "A Brief Statement."

with the success of his raid, Smith ordered his men to set fire to the twenty-six wagons. Meanwhile, he forced Dawson to accompany him to Barrett's train, which, after a quantity of provisions were removed by the Mormons for their own use, was also set afire. After warning Dawson and Barrett that anyone attempting to put out the fires would be shot, Smith gathered up the oxen—some 630 head—and drove them off.¹⁵

On the night of October 5, train No. 26 under Lewis Simpson, Alexander Majors' son-in-law, was camped on Big Sandy Creek, fifteen miles to the east. After riding all night, Smith also captured and burned this train. Simpson prepared to fight but, seeing that resistance was useless, surrendered. The Mormons drove off the train's 320 oxen toward Fort Bridger but allowed Simpson to keep one wagon stocked with enough provisions to carry his thirty to thirty-five teamsters back to Leavenworth. Simpson and the men made the trip successfully and arrived late in the year.

The teamsters from Dawson's and Barrett's trains walked twenty miles to Camp Winfield, where they reported the loss to Rupe and Colonel Alexander. Captain R. B. Marcy, with four companies of troops, was ordered to march back to Green River with Rupe and Morehead to recover any of the cattle they could. The party brought back seven hundred out of the more than one thousand head driven off, which, together with a large herd bought from Jack Robinson, raised the Majors & Russell ox herd near Camp Winfield to about twelve hundred head.¹⁶

The loss of three trains valued at \$72,000 and three hundred head of oxen worth \$13,260¹⁷ was a heavy blow to Majors & Russell, but it was only the beginning. The loss to the Army of Utah in the provisions with which these trains were loaded was over three hundred thousand pounds—enough to last the Army of Utah three months.¹⁸ It was

¹⁵ John S. Dawson, Affidavit, December 8, 1857, in Majors & Russell, "A Brief Statement," pp. 13–14. Lot Smith himself said he had only twenty-three men with him at the time (Hafen and Hafen, *The Utah Expedition*, p. 221).

¹⁶ Majors & Russell, "A Brief Statement," p. 13; Morehead, "Narrative," p. 608; Gove, *Utah Expedition*, pp. 71, 73, 74.

¹⁷ Majors & Russell, "Bill Against the United States for Losses in 1857," February, 1860. Hereafter cited as "Bill Against the United States."

¹⁸ Gen. A. S. Johnston, Letter to Maj. Irwin McDowell, October 13, 1857, 35th Cong., 1st Sess., *Exec. Doc. 2*, p. 63.

fortunate indeed that no limit had been placed upon the amount of provisions provided the expedition.

Because General Harney was opposed to making the march in the fall of 1857, and because he was needed to command the troops stationed in troubled Kansas, he was relieved of duty with the Army of Utah, and Colonel Albert Sidney Johnston was appointed in his place in the latter part of August. On September 17 Johnston set out for Utah, reaching South Pass on October 24¹⁹ with the main body of the army and six of Majors & Russell's trains. The rear guard, composed of four hundred of Colonel Philip St. George Cooke's 2d Dragoons and eighty wagons, left Fort Leavenworth about October 1. Accompanying it was Governor Alfred Cumming and suite, with six wagons and three carriages.²⁰

Alexander's marching orders instructed him to proceed to the vicinity of Green River and halt there until the remainder of the Army of Utah came up. Before he reached that point, however, his officers, who had no liking for him, were talking of continuing to Salt Lake City. When the rear guard reached Camp Winfield, the dissatisfaction and criticism increased. Because of this situation as well as the fact that he had had no communication from Harney, Alexander was in an embarrassing situation. Indeed, he did not even know that the General had been replaced by Colonel Johnston late in August. Alexander had served with distinction in the battles of Cerro Gordo, Contreras, and Cherubusco during the war with Mexico and had won two brevets. He had successfully led his regiment one thousand miles and deserved better treatment than his officers accorded him.²¹

Not long after Deshler established his camp on Ham's Fork, the old mountain man Jim Bridger came in.²² Although General Wells and his Mormon troops had fortified Echo Canyon, closing the usual road through the mountains into the Salt Lake Valley, Bridger told Alexander that there were two other routes available. One was that hewed out by the tragedy-stricken Donner party in 1846; the other was the one followed by J. B. Bartleson and his companions in 1841. The latter struck hairpin-shaped Bear River west of Bridger's Fort, followed the river downstream to the north, then looped back to the south through Cache Valley and into the Salt Lake Valley north of Salt Lake City.

¹⁹ Gove, *Utah Expedition*, p. 85.

²⁰ *Missouri Republican*, October 21, 1857.

²¹ Gove, *Utah Expedition*, pp. 58, 66, 67, 71, 78, 399.

²² *Ibid.*, p. 69.

This route, he said, was passable but was about one hundred miles farther than that through Echo Canyon.²³

On October 6 Alexander held a council of war with his officers, the majority of whom seemed to think they could do a better job of conducting the affairs of the regiment than he. The officers expressed much bitterness against Harney and the government for not sending orders as to what they should do next. The majority, however, were in favor of having Alexander assume responsibility and order the advance to be resumed. The following day he yielded to the pressure upon him, ordered a forward movement along the Bear River route, and hired Jim Bridger as guide.²⁴

On the morning of October 12 the advance guard abandoned Camp Winfield and marched north along Ham's Fork. It is important to note the marching order, for the very thing happened that Majors & Russell had foreseen. Phelps's battery was in the van, followed by its own wagons. Next came the 10th Infantry and its regimental wagons, with Majors & Russell's trains immediately behind them. The trains were followed by Reno's battery—the 5th Infantry—and their wagons.²⁵ At the rear moved a herd of loose cattle. Thus Majors & Russell's trains, placed in the middle of the column, were required to travel in as close order as possible during the day and to corral at night about sixty yards apart. Majors & Russell's 2,184 oxen were to be grazed within the limits of the camp so they would be safe from marauding Mormons.

Stretched out along the road, the column was nine miles long, with six companies of soldiers marching on the flanks. The successful raids by the Mormons had so alarmed Alexander that he took extra precautions for the safety of the supply trains. Two Mormon spies were detected in the camp the night of October 12, and the troops were ordered to sleep under arms, ready to repel attack at any moment. Behind the regiment hovered a large party of mounted Mormons waiting for an opportunity to run off oxen and mules.

On October 16 Captain R. B. Marcy, while on reconnaissance duty, encountered Lot Smith and some sixty Mormons. He dismounted his men, formed them in a skirmish line, and went forward to talk with Smith. Presently the Mormons rode off in one direction and Marcy in another. On his way back to the column, Marcy captured Major Joseph

²³ *Ibid.*

²⁴ *Ibid.*, p. 71; Gen. Edmund B. Alexander, General Orders, October 7, 1857; Majors & Russell, "A Brief Statement," pp. 20–21.

²⁵ Alexander, General Orders, October 7, 1857.

Taylor of the Mormon militia and his adjutant. Taylor had in his possession the letter General Wells had written him on September 14. The search of Taylor also yielded a journal containing an account of the activities of the Mormons on their raid.²⁶

After one day's march up Ham's Fork, Alexander turned to the left to cross the Bear River Mountains. Since there was no road here, a company was sent ahead to make one through the sagebrush, high hills, and canyons. The one day's march along this route, which brought them to Bear River, was an excruciating experience for the oxen. At the end of the march on October 14 the oxen were herded without a spear of grass or other feed. From that day, they began to fail at an alarming rate for want of grazing. After four days of marching under almost insurmountable difficulties and handicaps, Alexander began to doubt the wisdom of having taken the route. He consulted some of his officers and found them almost unanimously in favor of pushing on; he had passed over one of the worst roads in the country, they said, and to turn back would disgrace him and his command. Furthermore, the hardship of another march over the road they had just traveled would kill all the animals. Others advised him to divide the Majors & Russell supply trains. As teams gave out, as many supplies as possible could be carried from the stalled vehicles and the remainder could be burned.²⁷

While encamped at the western end of Sublette's Cutoff on October 17, Alexander called another council of war, in which the burning of ox trains was again discussed. Three inches of snow fell that night, and by noon the following day the snow was seven inches deep. Finally Alexander decided he had had enough of the route and turned back on October 18. On the twentieth an express came from Colonel Albert Sidney Johnston, who was then approaching South Pass. "We are, thank God, to have a commanding officer at last!" exclaimed one of the officers. Johnston's intention at that time was to seize Fort Bridger from the Mormons, cache the supplies for the winter, and if possible, push on to Salt Lake City. If continuing became impossible, he would winter on Henry's Fork, where there was an abundance of wood and grass.²⁸

One evening after the wagons had been corralled and the army tents set up, the frightening alarm of "Grass on fire!" was sounded from that

²⁶ Gove, *Utah Expedition*, pp. 76, 77, 78.

²⁷ *Ibid.*

²⁸ *Ibid.*, p. 81.

portion of the camp where the Majors & Russell trains stood. Lot Smith and his Mormon raiders had obeyed Brigham Young's instructions and fired the grass to the windward. With a wall of flame sweeping down upon the camp, the situation was critical. Soldiers and teamsters were given empty gunnysacks and sent out to beat down the fire. The fire presented such a threat that the troops guarding the loose cattle at the rear were brought in to assist the others. This was the opportunity the Mormons had been waiting for. Sweeping down upon the unguarded herd, firing their guns into the air and yelling like demons, they stampeded the animals and drove them off in triumph toward Fort Bridger.²⁹ The number and value of the oxen thus taken is unknown, but it was not small. Alexander did not order a pursuit to recover the animals because he had no cavalry.

This incident fully illustrates the unhappy predicament in which Alexander had found himself from the day he entered the Green River Valley. Being well mounted and familiar with the region, large and small bodies of Mormons rode where they pleased in perfect security so long as they kept out of rifle range of the troops. If a couple of companies of dragoons had been included in the advance guard instead of a battery of cumbersome artillery, the Mormons could have been quickly cleared from the valley, and not an animal or train would have been lost. As it was, Alexander could not even protect his own camp against the mounted raiders. On October 13 the triumphant Mormons drove seven hundred head of oxen belonging to Majors & Russell into Salt Lake City.³⁰

Rupe and Captain Marcy brought in seven hundred cattle from the three Majors & Russell trains burned by the Mormons on Green River and Little Sandy Creek, and turned them over to wagon master Stephen Rannabarger and nine teamsters, who took them ten miles away from Camp Winfield to graze. In addition to these, the detachment had 150 head from other Majors & Russell trains, 80 head of beef cattle, and 30 head of mules—a total of 960 animals. On October 20 Porter Rockwell and some seventy men drove off the entire herd. After making a protest, Rannabarger was allowed to retain his kitchen wagon and provisions sufficient for the trip back to Leavenworth, three yoke of oxen, and ten mules for his herders. He drove to Alexander's camp and reported the loss, but no effort to recover the animals could be made.

²⁹ Morehead, "Narrative," p. 611.

³⁰ Majors & Russell, "A Brief Statement," p. 15; Bancroft, *History of Utah*, p. 518.

The loss to Majors & Russell was \$31,089.60.³¹ This, added to the losses incurred by the burning of the three trains, brought the total to \$116,340—and there was more, much more, to come.

Having received Colonel Johnston's dispatch on October 20, Alexander remained in camp until the twenty-sixth. On that date he received another message, directing him to proceed to a point three miles below the junction of Ham's Fork and Black's Fork, twenty-five miles from Fort Bridger. Because of the condition of the animals and the fact that his destination was only twenty-five miles away, he proceeded by making short marches every other day. On November 3 Johnston arrived with eight companies of the 2d Dragoons and a number of the supply trains. With him came D. R. Eckles, newly appointed chief justice for the territory of Utah. One of Eckles' first acts was to charge Major John Taylor of the Nauvoo Legion with treason against the United States.³²

Although the rugged Rocky Mountain winter had set in, the Army of Utah was still in summer uniform. Therefore Johnston immediately ordered the Majors & Russell wagons containing winter clothing and equipment opened and the supplies distributed to the troops. On the night of November 5 the Mormons ran off 350 head of Majors & Russell's strongest oxen, valued at \$13,125.³³ This was the last raid the Mormons made on the trains or the Army of Utah. Now that winter had come, the marauders retired to the Salt Lake Valley to await the coming of spring, well satisfied with the results of their campaign. They had burned three trains and stolen 1,760 of Majors & Russell's oxen. These were driven into Salt Lake City and distributed among the Mormons, who used them for both food and work. William H. Russell said that two thousand head were lost on the useless march to Bear River and back to Fort Bridger.³⁴

On the morning of November 6 the final march to Fort Bridger began. The column, composed of troops, regimental and company wagons, and Majors & Russell's trains, was between fifteen and twenty miles in length. So long was it, in fact, that the advance was making camp in the afternoon before the rear units had crossed the ground occupied by the advance elements the night before. The military units took the lead, followed by Majors & Russell's trains Nos. 1, 2, 3, 4, 6,

³¹ Morehead, "Narrative," p. 609.

³² Gove, *Utah Expedition*, pp. 85, 89.

³³ James Rupe, Affidavit, in Majors & Russell, "A Brief Statement," p. 17.

³⁴ Russell, "The Indian Trust Bonds and Acceptances," *Tri-Weekly Republican*, April 4, 1861.

8, 11, 12, 13, and 14, making a total of 286 wagons drawn by 3,432 oxen and driven by about 312 teamsters. The sutlers' wagons came last. The country through which they were to march, except along the banks of Smith's Fork, was a desert waste with only a little grass for the animals. There was no fuel for campfires except sagebrush and the willows along the stream.³⁵

At the beginning of the march the sky was clear, but the weather was extremely cold. Before the end of the morning it rained and then snowed, and a freezing mountain wind bore down upon the column. The snow was so thick that the teamsters could scarcely see their lead oxen. When night came, the Majors & Russell trains stopped where they happened to be and made camp as best they could without corralling the wagons. The oxen were turned loose to graze, but they got nothing because what little grass there was lay beneath seven inches of snow. Many of the animals died that night. On the following day, November 7, the army lay in camp while several companies were sent back to bring up Majors & Russell's trains whose teams were too weak to complete the march. The whole column lay in camp on November 8 because of the deplorable condition of the starving animals. Many more oxen died that night.³⁶

At daylight on the morning of November 8 the thermometer stood far below zero. Sitting in his tent listening to the howling of the wind and the moan of the dying animals, Captain Gove wrote in his diary that if the weather did not moderate many more would die. The wind continued to rage, and although the temperature rose somewhat, the change was not great enough to benefit the rapidly failing animals. What was needed to save them was not warm weather, but feed. On the morning of November 9 the column got in motion for the second day's march. Before the day was over, however, it had fallen into tragic, indescribable confusion. The advance struggled along for about eight miles, then halted. Mules died in the harness and oxen under the yoke until the road was almost blocked by their carcasses. The army stopped for the night, but it cannot be said that they made camp. The little fires the troops were able to kindle sufficed to cook partially their provisions but were wholly inadequate to make the men comfortable. Some companies had nothing to eat at all.³⁷

³⁵ Gove, *Utah Expedition*, p. 90; Rupe, Affidavit, in Majors & Russell, "A Brief Statement," pp. 16, 17; Morehead, "Narrative," p. 610.

³⁶ Gove, *Utah Expedition*, p. 90.

³⁷ *Ibid.*, p. 92.

The Army of Utah was now at grips with a more deadly, relentless foe than Brigham Young's hard-riding Mormon raiders. Caught in the open by an arctic Rocky Mountain blizzard, both the long Majors & Russell trains and the wagons belonging to the army were in danger of being completely stalled for lack of oxen. Every man in the column knew that his very existence during the long, cold months ahead depended upon their reaching winter quarters and taking those wagons with them. With their nearest base of supplies at Fort Laramie, five hundred miles away, and no possibility of receiving any supplies before May or June of the next year, they had no alternative but somehow to get those wagons to Fort Bridger.

The stricken column made no attempt to move forward on November 10 or 11. The respite, however, did not save the animals, for they died by the fifties during the night. On the twelfth, four companies moved forward four miles to the junction of Smith's Fork and Black's Fork. As a result of the loss of animals, the column no longer moved as a unit. The companies that were able to travel pushed forward toward Fort Bridger as rapidly as possible. By November 17, Majors & Russell's trains were so crippled by the loss of oxen that they could be moved only one at a time.³⁸ The loss of mules belonging to the army was also great.

The advance units reached Fort Bridger on November 16 and 17, having consumed ten days in marching thirty-five miles. On November 19 Colonel Philip St. George Cooke arrived with six companies of 2d Dragoons and 121 regimental and company wagons. He had left Fort Leavenworth on September 16 as escort to Governor Alfred Cumming and his party. The Governor's entourage included six wagons and three carriages, and with them came six of Majors & Russell's trains.³⁹ On November 5, while Cooke's party was in the vicinity of Devil's Gate on the Sweetwater River, a mountain blizzard struck with such incredible fury that they could travel only with the greatest difficulty. When they camped that night, a part of the regiment found shelter, but the remainder were compelled to lie in the open. The animals were driven to a place where there was grass, but because of the intense cold and storm they refused to eat and huddled together for protection.⁴⁰ Conditions

³⁸ *Ibid.*, p. 94.

³⁹ *Missouri Republican*, October 7, 1857; Hafen and Hafen, *The Utah Expedition*, p. 153.

⁴⁰ Bancroft, *History of Utah*, p. 519 n.; Samuel W. Ferguson, "With Albert Sidney Johnston's Expedition to Utah, 1857," *Kansas Historical Collections*, XII (1911-1912), 309 n.

were worse on November 6, when the same storm that had wrought such havoc on Alexander's column bore down upon them. Cooke said, "The north wind and drifting snow became severe; the air seemed turned to a frozen fog. Nothing could be seen; we were struggling in a freezing cloud." On November 8 the mules and horses began to die from cold and starvation. The following day officers and men broke a trail through the drifts for the wagons. By the eleventh many of the men were walking because they had lost their horses.⁴¹

About the time Cooke's party crossed South Pass the weather moderated and the going was easier. However, the road down Ham's Fork and Smith's Fork was blocked in places by the carcasses of horses and mules from Alexander's column and oxen from Majors & Russell's trains. Cooke lost 134 of his 278 horses, and the loss of oxen in the supply trains was as great.⁴²

As the Majors & Russell trains arrived at Fort Bridger, the supplies were unloaded and their contents checked against the bills of lading and stacked against the stone walls. Then the wagonboxes were broken up to build sheds, and the stout Osnaburg sheets were stretched over them to serve as roofs. When the last wagon had been unloaded, there were 150 days' rations of flour for 2,400 men, 144 of tea and coffee, 217 of sugar, 222 of beans, rice and dried vegetables, 28 of bacon and ham, 137 of vinegar, and 83 of molasses. There were 19 wagonloads of hospital stores.⁴³ Of salt there was none.

The army established Camp Scott about two miles from Fort Bridger and settled down to make themselves as comfortable as possible for the winter. The horses and mules were sent to Henry's Fork, as were the remainder of Majors & Russell's oxen, under the care of wagon master Dudley Harper. The oxen were turned over to the army for use as beef animals as they were needed. Because of the lateness of the season, the 312 teamsters and agents were forced to remain at Camp Scott all winter, with Majors & Russell paying wages and providing rations. Some of them—enough to make up two companies—chose to enlist in the Army of Utah. Of the 208 wagons arriving

⁴¹ Bancroft, *History of Utah*, p. 520; Ferguson, "With Albert Sidney Johnston's Expedition," p. 309.

⁴² Ferguson, "With Albert Sidney Johnston's Expedition," p. 310.

⁴³ Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* (Stanford: Stanford University Press, 1949), p. 22; Bancroft, *History of Utah*, p. 521 n.

in Camp Scott, 32 were retained to be used in transporting the agents and teamsters back to Leavenworth in the spring.⁴⁴

⁴⁴ Morehead, "Narrative," p. 610; Bancroft, *History of Utah*, p. 521; Gove, *Utah Expedition*, pp. 107, 108, 111; Majors & Russell, "Bill Against the United States."

CHAPTER SEVEN

The Great Contract of 1858

Majors & Russell had loaded fourteen trains of supplies for the Army of Utah and billed them through to Salt Lake City. All of them crossed South Pass, but three were captured and burned by the Mormons in the Green River Valley. The others, after experiencing great difficulties and the loss of almost all their oxen, arrived at Fort Bridger in the latter part of November. As the wagons were being unloaded, Rupe, Morehead, and the wagon masters checked the contents against the bills of lading. When the checking was finished, receipts in full were given for the contents of the eleven trains which reached Fort Bridger and the three destroyed by the Mormons on Green River and Little Sandy Creek.

While the work of unloading was yet in progress, Rupe and Morehead were making plans to carry the receipted bills of lading back across the plains to Fort Leavenworth to be presented to the quartermaster at Fort Leavenworth for payment. These bills of lading, which covered the fourteen trains that reached Utah, represented a total of 2,264,013 pounds of cargo upon which the rate of pay under the contract of February 25, 1857, was \$14.28 per one hundred pounds for the 1,125 miles. There was, therefore, \$323,201.05 due Majors & Russell on them.

On December 27, 1857, with three of the best mules available, Rupe and Morehead set out on their midwinter 1,125-mile journey across the windswept plains to Fort Leavenworth. The two travelers found the snow deep in the neighborhood of Green River, and on the high plateau between that stream and Little Sandy Creek it was frozen hard enough in some places to bear the weight of the mules. To save the animals from lacerating their legs in breaking through the crust, they traveled as much as they could where the snow was loose. At times Rupe and Morehead had to dismount and break trail for the animals. They kept the mules blanketed when not traveling and put leggings of elk skin on the animals' forelegs to prevent the snow crust from cutting them when they broke through. In every way they spared the mules,

feeding them as often as possible; they did not remain in camp all night anywhere and always stopped when the animals became weary and grass was available.¹

The two men crossed South Pass with a high wind at their backs blowing up such a thick cloud of dry snow that the sun could not be seen. The night after crossing the pass, they camped on the east side, where there was grass for the mules. About midnight it began to snow so hard that they moved on, fearing that they would be snowed under and unable to travel. Near the Red Buttes on the Platte River they met an Arapaho Indian named Friday, who had been sent to school in St. Louis by William Bent. He led them to where about twenty of his companions were camped; and after partaking of a hearty meal, they continued. Although Rupe and Morehead had hoped to obtain fresh mules at Fort Laramie, none were available. Farther on they encountered a band of Cheyenne Indians, and near Plum Creek were attacked by a pack of starving prairie wolves. Fresh animals were not available at Fort Kearny either, so the two men pushed on to Fort Leavenworth. They arrived on January 26, 1858, having made the journey in thirty days without a change of animals.²

Upon arriving at Fort Leavenworth, Rupe and Morehead turned the receipted bills of lading over to the accounting office. When William H. Russell, who was in Washington at that time, heard of their return, he telegraphed them to come to the capital immediately and report to him in person.³ What they told him about the loss of wagons, cattle, and equipment was staggering. He knew something about it already, however, for John S. Dawson, R. W. Barrett, and Stephen T. Rannabarger had returned to Fort Leavenworth early in the preceding month. Russell was already assembling the necessary data, affidavits, statements, etc., to present a claim to Congress.⁴ Now he would learn whether Captain Brent was right in saying that the government would not allow Majors & Russell to suffer loss in transporting supplies to Utah.

¹ Charles R. Morehead, "Narrative," in William E. Connelley, *Doniphan's Expedition and the Conquest of New Mexico and California* (Kansas City: Bryant & Douglas, 1907), pp. 610-611.

² *Ibid.*, pp. 612-613.

³ *Ibid.*, pp. 613-614.

⁴ Majors & Russell, "A Brief Statement of the Claim of Majors & Russell, also the Evidence Upon Which It Rests," MS, Huntington Library, p. 2 (hereafter cited as "A Brief Statement").

While Rupe and Morehead were in Washington, William H. Russell took them to see President Buchanan, various senators and representatives, the Quartermaster General, and Secretary of War John B. Floyd. With the latter Russell discussed the feasibility of a pony express from the Missouri River to California. When Rupe was asked his opinion on whether one could be operated during all seasons of the year, he replied that it could.⁵ Russell took no immediate action on the matter, but filed the idea away in his mind for future consideration.

During the winter of 1857–1858 the prevailing idea that the plains could not be crossed with reasonable safety and regularity in cold weather was wholly disproved. One of the first things Colonel Johnston did when he got settled at Camp Scott was to organize a monthly express to Fort Leavenworth.⁶ Dawson, Barrett, Rannabarger, Rupe, and Morehead had all crossed the plains in midwinter without too much discomfort. What they had done once, others could do regularly. Since that much had been proved, all that was necessary to establish a pony express was a man of vision, daring, and financial ability. Russell possessed these qualifications to an ample degree, and two years hence he would apply them to the task of establishing the most romantic means of swift overland communication the country had ever known.

As is always the case when troops are sent into the field, the question of reinforcements quickly arose. While Johnston was still settling himself in winter quarters at Camp Scott, that matter was being considered by President Buchanan, the Cabinet, the War Department, Congress, newspapers, and the public. Sentiment in Washington and the nation at large was sharply divided on the propriety and justice of what was quickly dubbed “Buchanan’s War.” As a result, much pressure, political and otherwise, was exerted upon the administration to end it—to send out no reinforcements and to bring the Army of Utah home in the spring of 1858. The matter was brought to a head on January 21, 1858, when Jefferson Davis, a member of the Senate Committee on Military Affairs, reported a bill to increase the size of the United States Army by 6,000 men. During the debate on the subject the “Mormon War” was thoroughly aired. President Buchanan was convinced, however, that reinforcements should be sent to Utah as early in 1858 as travel conditions on the plains would permit. Consequently, on

⁵ Morehead, “Narrative.”

⁶ Capt. Jesse A. Gove, *The Utah Expedition 1857–1858* (Concord: New Hampshire Historical Society, 1928), pp. 97, 99.

January 11 he announced that 3,018 officers and men would be assembled at Fort Leavenworth and dispatched to Utah.⁷

In the past, one contract covering both the Fort Laramie and the New Mexico routes had been signed. In 1858, however, it was thought best to have separate contracts for the two routes. On January 16, 1858, a two-year contract covering the Salt Lake route was signed by Quartermaster General Thomas S. Jesup and the partners under the name of Russell, Majors & Waddell. Under its provisions the contractors obligated themselves to transport any quantity of supplies from fifty thousand to fifteen million pounds. The designated loading points were Fort Leavenworth and Fort Riley and any other agreed-upon points on the west bank of the Missouri River north of Fort Leavenworth and south of the fortieth parallel. The supplies were to be transported to any posts then established or which might be established thereafter in the territories of Nebraska and Oregon north of the fortieth parallel or in the territory of Utah. Fort Kearny and Fort Laramie were both included.⁸

There were three things unusual about this contract: it was signed by the Quartermaster General himself; it called for the transportation of the largest amount of supplies ever to be transported west of the Missouri River in one year; and the partners signed it as Russell, Majors & Waddell. This last change was probably due to the fact that a claim for losses in Utah in 1857 was already being prepared under the name of Majors & Russell. The partners no doubt felt it would simplify matters to use a different name in the 1858-1859 contract.

The rates on page 81 were to be paid on ten million pounds of goods. For the first additional five million, payment would be increased 25 per cent, and for all over and above fifteen million pounds, the rate of increase would be 35 per cent. For the transportation of bacon, hard bread, pine lumber, and shingles, an advance of 10 per cent was allowed over scheduled rates. The distances agreed upon from Fort Leavenworth or any other post on the Missouri River were: to Fort Kearny, three hundred miles; to Fort Laramie, six hundred miles; to Salt Lake City or the principal depot in the territory of Utah, twelve hundred miles.⁹

The rate of pay for the transportation of supplies to Utah in the 1858

⁷ Hubert Howe Bancroft, *History of Utah* (San Francisco: History Co., 1890), p. 528; Gove, *Utah Expedition*, p. 134; 35th Cong., 2d Sess., *House Exec. Doc. 2*, p. 30.

⁸ Russell, Majors & Waddell, Contract with General Thomas S. Jesup, January 16, 1858 (hereafter cited as Contract with Jesup).

⁹ *Ibid.*

Contract of January 16, 1858
(Schedule of Payment per 100 Pounds per 100 Miles)

Posts or Places from Which Stores Are To Be Taken Up	Jan. 1 to Feb. 28	Mar. 1 to Mar. 31	Apr. 1 to Apr. 30	May 1 to July 31	Aug. 1 to Aug. 31	Sept. 1 to Sept. 30	Oct. 1 to Oct. 31
To Fort Kearny and Intermediate Points	\$3.55	\$2.90	\$2.00	\$1.35	\$1.50	\$2.00	\$2.90
To Fort Laramie and Posts Beyond Fort Kearny	\$3.55	\$2.90	\$2.00	\$1.35	\$1.70	\$2.00	\$3.00
To Great Salt Lake City or Depots in Utah and Posts Beyond Fort Laramie	\$4.00	\$2.90	\$1.30	\$1.80	\$1.80	\$2.20	\$3.00

The above tabular rates to govern for all transportation not exceeding aggregate 10,000,000 pounds, and for the first additional 5,000,000 pounds they shall be paid at the rate of 25 per cent advance, and for all over and above said 15,000,000 an advance of 35 per cent shall be paid the contractors.

contract for April 1 to July 31, the period during which the bulk of supplies would be loaded out, was only slightly higher than the rates for the same period in 1857. This fact weakens Russell's contention in his claim for losses that the latter rate did not pay expenses. On the same day the contract covering the Utah route was signed (January 16, 1858), a one-year contract for the New Mexico route was also signed. On the average, the rates of pay in the latter were somewhat higher than those called for in the 1857 contract covering the same route. The maximum amount of supplies to be transported on this route was ten million pounds. They were to be received at Fort Leavenworth or Fort Riley and delivered to posts in the territories of Kansas and New Mexico, El Paso, and the Gadsden Purchase.

One problem faced by the three partners was certainly not of their own making. The biennial appropriation for the War Department had been exhausted in sending out and supplying the Army of Utah in 1857. That appropriation, made solely with a view to peacetime operations, had been requested by the Secretary of War and granted by Congress to provide for the military establishment in normal times. The Department's budget was thrown out of balance and rendered inadequate when it had to finance the Army of Utah.¹⁰ Consequently, when Russell presented receipted bills of lading calling for payment of \$323,201.64 for transporting supplies to Utah, he was told he would have to wait. The amount due, added to the losses of \$319,020.45 in wagons, oxen, and equipment, amounted to the substantial sum of \$642,242.45, which the company badly needed for operations in 1858.¹¹

The fact is that Russell, Majors & Waddell, having enjoyed an unbroken period of prosperity since 1855, was not only financially embarrassed, but its credit was seriously impaired. In 1858 the partners obligated themselves to transport double the amount of supplies they had carried in 1857, while the only facilities they had for the work were the trains and oxen that had gone to New Mexico and returned. Since these trains varied in size and some of them had made two or more trips, it is impossible to state the number of wagons and oxen available at the beginning of the 1858 season. In any event, all of them would be needed again on the New Mexico route in 1858, which meant that the firm would have to buy new outfits to transport supplies to Utah that year. In addition, Congress had neglected to make the usual appropriation to

¹⁰ Secretary of War John B. Floyd, letter to August Belmont, May 1, 1858; 35th Cong., 2d Sess., *House Report* 78, p. 333.

¹¹ Majors & Russell, "Bill Against the United States," February, 1860.

the War Department for 1858. This was probably due to Congressional opposition to the whole Utah episode.

Regardless of the justice or wisdom of ordering the Army of Utah to march twelve hundred miles across the plains and mountains in 1857, the sending of supplies and reinforcements to it was imperative. Everybody, including President Buchanan's most irreconcilable foes, admitted that. The die was cast; the army was in Utah, and supplies had to be sent to it without delay.

Having met financial problems before by the frontier expedient of credit, Russell approached this crisis from the same angle. Early in the year he went to Secretary of War Floyd, explained his financial situation, and suggested that he be allowed to issue drafts, or as they were commonly called, acceptances, on the War Department against the earnings of the firm in transporting military supplies in 1858. These would be endorsed by the Secretary of War and discounted to banks or private individuals or used as security for loans. This method of raising money or making payments was common between business houses and individuals, and the only difference here was that the acceptances were to be endorsed by a United States official. Most of the drafts would be issued against the firm's transportation account, a few against beef and flour contracts.

Secretary Floyd was placed in an embarrassing and difficult position. Supplies had to be forwarded to General Johnston as early as possible, for the army had been on two-thirds rations or less since the day Camp Scott was established.¹² Moreover, supplies for the three thousand men to be sent out as reinforcements also had to be transported to Utah. For Secretary Floyd there were but two alternatives: to abandon the idea of sending supplies and reinforcements to Johnston, or to assist Russell in raising money. He chose the latter and authorized the writing of acceptances.¹³

¹² Gove, *Utah Expedition*, pp. 102, 104, 105.

¹³ 36th Cong., 2d Sess., *House Comm. Report 78*, p. 30. The general form of these was as follows:

\$15,000. *Washington, September 13, 1860.*

Eight months after date pay to our own order, at the Bank of the Republic of New York City, fifteen thousand dollars, for value received, and charge to account of transportation contract of the 12th day of April, 1860.

RUSSELL, MAJORS & WADDELL

Hon. J. B. Floyd
(No. 78)
accepted.

The first of these drafts were issued not long after the contract with Russell, Majors & Waddell was signed on January 16, 1858. They were to be regarded solely as obligations of the firm, to be paid by them at maturity, and none were ever to be presented to the War Department for payment. Secretary Floyd's endorsement was not intended to obligate his department to redeem the acceptances, but merely to indicate that future payments by his department to the contractors would be sufficient to satisfy the drafts as they fell due. No fraud was intended, and the motives of both Floyd and Russell were unimpeachable; whether the scheme was legal or wise is another matter.

In addition to giving Russell authority to draw the acceptances, Secretary Floyd, beginning in March, 1858, wrote to various banks and individuals explaining what the drafts were and why they were issued; and he urged them to accept the paper in order to assist Russell, Majors & Waddell in raising large sums of money.¹⁴ The first of the acceptances, three drafts for \$100,000 each and two for \$50,000 each, were issued in March, 1858. By the following December 18, \$1,090,714 worth had been written.¹⁵ By this method of financing, which thrust Russell, Majors & Waddell deeper into the morass of debt, Russell was able to carry on in 1858. One can only speculate what the situation would have been if this credit had not been available.

Under the circumstances, Russell, Majors & Waddell decided to hedge on the transportation of supplies to Utah. On March 30, 1858, Alexander Majors, upon his return from Washington, where he had been assisting Russell,¹⁶ made contracts with nineteen subcontractors to transport 625 wagonloads—some 3,750,000 pounds of military supplies—to Fort Bridger or Salt Lake City at \$18.00 and \$19.60 respectively per one hundred pounds.¹⁷ Twenty-four trains were needed to

¹⁴ Among these were the Bank of America and Bank of the Republic, both of New York; Farmers and Mechanics Bank, Philadelphia; Bank of the State of Missouri; and others (34th Cong., 2d Sess., *House Comm. Report* 78, pp. 302–307).

¹⁵ *Ibid.*, pp. 302, 342.

¹⁶ Alexander Majors, letters to W. B. Waddell, March 11, 28, 1858; William H. Russell, letter to W. B. Waddell, March 20, 1858; Robert B. Bradford, letter to W. B. Waddell, March 31, 1858.

¹⁷ Russell, Majors & Waddell, Contract with Subcontractors, March 3, 1858; Alexander Majors, letter to W. B. Waddell, March 28, 1858. The subcontractors were: S. G. Clarkson; U. & A. Hays; A. & P. Byram; Daniel S. White; Turner, Thornton & Lyle; T. W. & C. Polk; E. C. Dyche; A. S. Winn; R. F. Letton; B. F. Wallace; William Legett; Clifton R. Barnes; A. Harris; R. C. Ewing; Briant & Lobb; McCarty & Alexander Hickman; Parker & Co.; and Wilmot & Field.

make the trip. Russell, Majors & Waddell agreed to furnish the wagons, ox yokes, and covers at cost, and other necessary outfits at current prices. The subcontractors furnished their own oxen, paid the teamsters, and provided the rations. They were to collect their pay from the first money due Russell, Majors & Waddell for the supplies they carried. By this arrangement the partners avoided the necessity of an investment of about \$500,000.

The total number of wagons required to transport supplies to Fort Laramie, Russell said, would be about one thousand. Since that was the case, the amount of goods to be carried must have been about six million pounds—an amount equal to that transported to all the posts on the New Mexico route, Fort Kearny, Fort Laramie, and Utah in 1857. Russell reported that all of this amount came under the 35 per cent rate increase for supplies over and above fifteen million pounds.¹⁸

Introduced in Congress early in the year was a deficiency bill intended to relieve the War Department and enable it to pay Russell, Majors & Waddell for transporting supplies to Utah in 1857 and also to finance the sending of 3,018 reinforcements to General Johnston. Because of its importance to the contractors, Alexander Majors went to Washington to assist Russell and his friends in pushing the bill through.¹⁹ Both houses called upon Secretary Floyd to produce all contracts made to supply the Army of Utah, and the whole Mormon difficulty was vehemently debated. Majors, Russell, and Waddell were attacked as swindlers, and President Buchanan was accused of maintaining the Army of Utah for the contractors' benefit. Nevertheless, the bill passed the House about the middle of April, but it was bogged down in the Senate until May. By that time the firm had been discredited, but the War Department now had funds to pay them and transport the reinforcements to Utah.

When the contract for the transportation of supplies on the Utah route was written, it provided that a depot and loading point might be established north of Fort Leavenworth on the west bank of the Missouri

There were 250 loads (of which at least 50 were billed to Utah) subcontracted to: Johnathan Miles, 50; J. O. Shelby, 100; J. M. McGirk, 50; and Owen Morton, 50. These were to be loaded at Fort Leavenworth. (John W. Waddell, letter to W. B. Waddell, May 1, 1858; Miles & Keyes, Petition to Lafayette County Court, November term, 1859.)

¹⁸ William H. Russell, letter to W. B. Waddell, April 13, 1858.

¹⁹ Alexander Majors, letter to W. B. Waddell, March 16, 1858.

River, north of the fortieth parallel.²⁰ A desire to implement this clause was probably another reason for Alexander Majors' journey to Washington early in 1858. Nebraska City, a small Missouri River town 150 miles north of Leavenworth, was chosen as the new loading and departure point for the Utah route; loadings for the New Mexico route would be made at Fort Leavenworth and Kansas City. Nebraska City was chosen because it afforded one of the best quays on the Missouri River, it already had a good storehouse, and it was nearer Fort Kearny. Majors would be in charge there.²¹

In order to provide ample space for the operation of the business in Nebraska City, a new addition to the town, called Prairie City Addition, was opened. Majors purchased in the company's name sixteen to twenty blocks for which they paid nineteen thousand dollars. A store, two shops, and a warehouse costing about twenty-five thousand dollars were built. One of the blocks was used for a corral, and on another Majors built a home for himself.²²

Quite naturally, the people of the little town were greatly excited over the prospect of the giant freighting firm's locating there. In a public meeting Majors laid down certain conditions that had to be met, and all of them were enthusiastically adopted. They included the improvement of the levee, the suppression of liquor shops "by moral suasion and every lawful and honorable means," and the survey of a direct route to Fort Kearny, with bridges to be built on the route and obstructions removed. In a newspaper interview Majors said that from eight hundred to one thousand wagons would be loaded at Nebraska City for Fort Kearny, Fort Laramie, and Utah. From six thousand to eight thousand yoke of oxen were needed, and about twelve hundred teamsters would be hired at twenty-five dollars a month. He also announced that seventy-five dollars a yoke would be paid for oxen in 60, 90, 100, or 120 days' time.²³ Again Russell, Majors & Waddell were outfitting themselves by going into debt.

While yet in Washington, Majors had written Waddell urging him to send F. G. Ewing and other reliable men to Leavenworth and Nebraska City to load all available wagons with supplies for Fort Laramie before

²⁰ Russell, Majors & Waddell, Contract with Jesup.

²¹ Lilliam M. Willman, "The History of Fort Kearny," *Nebraska State Historical Society Publications*, XXI (1930), 235.

²² Plat of Nebraska City, showing Russell, Majors & Waddell property.

²³ St. Joseph Gazette, quoted in *Nebraska State Historical Society Publications*, Vol. XX, p. 295.

April 1, drive them out on the road, and corral them.²⁴ By doing this, the company would be able to collect the March rate of pay, which was \$2.90 per one hundred pounds as against the rate of \$1.35 for April.²⁵

Early in April, Majors went to Nebraska City, from where he started the first trains west the latter part of the month. Before the first wagon train departed, Majors called a meeting of the wagon masters and teamsters in the town's public park and addressed them. He gave each of them a Bible "to defend himself against moral contamination" and a pair of Colt revolvers and a gun to defend himself against warlike Indians. Each, of course, signed Major's pledge. "Now, young gentlemen," he explained, "you will observe by the rules established that I do not require you to sign a temperance pledge, but to keep from getting drunk."²⁶

On May 2 a correspondent for the *Missouri Republican* reported having seen two trains loaded with munitions leave Nebraska City. At that time Russell, Majors & Waddell had 1,200 oxen with wagons and teamsters to suit,²⁷ which meant 4 trains and about 120 wagon masters, teamsters, and assistants. A notation on the plat of Nebraska City indicates that 9 trains were billed out of that point for Fort Kearny and 25 to Utah in 1858, a total of 34 trains, or 884 wagons. Since 625 of these belonged to subcontractors, Russell, Majors & Waddell loaded out only about 159 of their own wagons at Nebraska City.

As before, Russell, Majors & Waddell contracted in 1858 to deliver 3,500 head of beef cattle to the Army of Utah, in the vicinity of Salt Lake City, between October 1, 1858, and January 1, 1860, in lots of not less than 250 head. Later they agreed to increase the number to 10,000 head, beginning September 1, 1859, and extending to September 1, 1860. For these they received \$7.50 per hundred pounds.²⁸ It was their intention, of course, to fulfill the contract in whole, or at least in part, with oxen that had pulled the freight wagons across the plains.

When the last train left Nebraska City for Utah, Majors himself accompanied it. Throughout his whole career he could not remain at home when the great wagons began to roll. He rode on horseback from train to train, carried his mess kit and blanket attached to his saddle, shared the teamsters' food, and sat down cross-legged on the ground to

²⁴ Alexander Majors, letter to W. B. Waddell, March 11, 1858.

²⁵ Russell, Majors & Waddell, Contract with Jesup, January 16, 1858.

²⁶ See Appendix, pp. 179-181.

²⁷ *Missouri Republican*, May 2, 1858.

²⁸ 35th Cong., 1st Sess., *Sen. Exec. Doc. 46*.

eat it. When night came, he slept on the ground beneath a wagon like everyone else. He arrived in Utah in October, immediately discharged Russell, Majors & Waddell's general agent, A. F. Garrison, and appointed Dr. J. Hobbs in his place.²⁹ When Majors learned that Miller, Russell & Company owned and operated a saloon, he was furious and stated publicly that he had no interest in the company or the "nefarious trade."³⁰

He left Salt Lake City with twelve men on November 24 for a mid-winter journey back to Nebraska City. Having endured much hardship, he arrived home early in January 1859. So delighted were the townspeople to have him in their midst again that they organized a reception for him and adopted a series of congratulatory resolutions, the closing one of which read, "Resolved: That in the person of Mr. Majors we recognize a useful citizen and exemplary Christian." Majors reported that the route from Nebraska City to Fort Kearny was well supplied with wood, grass, and water and was one hundred miles shorter than that from Leavenworth to the same place. Russell, Majors & Waddell, he said, made from two thousand to three thousand dollars on every train loaded at Nebraska City but incurred a loss on those from Leavenworth, although Russell vehemently declared that this statement was not true.³¹

A. F. Garrison, because of his friendship with Waddell and Russell, wrote several long letters to the former in which he sharply criticized Andrew B. Miller and his management of Miller, Russell & Company and the stores at Camp Scott, Camp Floyd, Millersville, and Salt Lake City. Miller was extravagant, Garrison said, in both business and personal affairs. He had given away three thousand dollars' worth of liquor, kept four to six horses and several sleighs, and bought the best carriage made in Salt Lake City. He rented a house for one thousand

²⁹ A. F. Garrison, letter to W. B. Waddell, November 30, 1858; Miller, Russell & Co., Trial Balance Sheets, November 27, 1858, January 1, 1859.

³⁰ Garrison, letter to W. B. Waddell, November 30, 1858. When General Johnston abandoned Camp Scott on June 26, 1858, Miller loaded part of his goods into wagons and went with the departing troops. The store at Camp Scott, however, was kept in operation to cater to the trade of incoming settlers. When the Army of Utah was permanently located at Camp Floyd, Miller opened a store there, and later in 1858 a third store was opened at a settlement called Millersville. Consignments of goods were sent out by Russell, Majors & Waddell in the spring of that year, and all three stores were well stocked.

³¹ *Nebraska News*, January 8, 1859; William H. Russell, letter to W. B. Waddell, April 14, 1859.

dollars a year, when he could have secured one for two hundred dollars, and he did not have the reputation of being a businessman.³²

Garrison's remarks might be heavily discounted as those of a disgruntled former employee, were it not for the fact that Waddell and Russell had already sent George W. Martin to Utah in September to close out Miller, Russell & Company. Upon learning the purpose of Martin's visit, Miller said he wished to get out of the concern and offered to sell his interest in it to Martin. He also informed Martin that he was leaving Salt Lake City with his family in a week or so, as he did.³³ Martin remained in Utah and looked after the business of Miller, Russell & Company. Russell, however, became critical of Martin; and Miller returned to Utah and again took charge of the company's business.³⁴ Russell, Majors & Waddell finally took over the business, but it did not prove to be an asset.³⁵

³² Garrison, letter to W. B. Waddell, November 30, 1858.

³³ George W. Martin, letters to W. B. Waddell, September 21 and 28, 1860.

³⁴ William H. Russell, letters to W. B. Waddell, November 27, 1858, and June 19, 1860.

³⁵ A balance sheet for Miller, Russell & Company, dated November 27, 1858, shows liabilities of \$91,420.46, which included a debt of \$47,367.83 to Russell, Majors & Waddell. A balance sheet of January 1, 1859, indicates that liabilities has been reduced to \$76,832.00, including an obligation to Russell, Majors & Waddell of \$32,839.62. Evidently these balance sheets were incomplete, however, for on December 3, 1858, Waddell reported that Miller, Russell & Company owed Russell, Majors & Waddell "upwards of \$200,000."

CHAPTER EIGHT

The Leavenworth and Pike's Peak Express Company

Although the War Department lacked funds to carry out President Buchanan's order for reinforcements to General Johnston, plans to execute it moved forward rapidly. At Fort Leavenworth, Quartermaster Captain Van Vliet, with "paper promises," that is, acceptances drawn on the department, rapidly assembled transportation facilities and supplies. By June 1, 1858, he had secured 1,750 head of horses, 5,000 mules, 600 mule wagons, and 50 ambulances. Brevet Major General Persifor F. Smith was appointed to command the reinforcements, but he died at Fort Leavenworth on May 16 and was succeeded by General W. S. Harney. The command was divided into six columns,¹ which would march separately several days apart, accompanied by Russell, Majors & Waddell's supply trains. The trains would be loaded at Nebraska City and join the various units at Fort Kearny.

The first column, composed of seven companies under Colonel William Hoffman, departed on March 18. They reached Camp Scott on June 8 with 104 Russell, Majors & Waddell supply wagons, which contained sufficient foodstuffs to subsist the Army of Utah for two months, clothing, shoes, and munitions of war. When they arrived at Camp Scott, the troops were put on full rations for the first time since going into winter quarters six months earlier. The other five columns left Fort Leavenworth on May 20, 28, and 31 and June 5 and 15. The day after the last column marched, General Harney himself took to the road. Orders required the columns to march fifteen miles a day and allowed them ninety days to reach Salt Lake City, twelve hundred miles away.²

His army having been relieved by the arrival of the supply trains

¹ *Missouri Republican*, May 20 and July 9, 1858.

² Capt. Jesse A. Gove, *The Utah Expedition, 1857-1858* (Concord: New Hampshire Historical Society, 1928), pp. 172-315; *Missouri Republican*, July 9, 1858.

accompanying Colonel Hoffman's command, General Johnston marched away from Camp Scott on June 13, bound for Salt Lake City. Marching slowly, his column threaded rugged Echo Canyon and passed through Salt Lake City on June 26. Continuing, they reached Cedar Valley, where they established a permanent post called Camp Floyd.³

On July 8 an express overtook General Harney at Lone Tree, nine miles below the California Crossing of the South Platte and 150 miles west of Fort Kearny, with the information that the Mormon War was over. Upon receiving this news, Harney ordered the various units of his command to halt where they were. Some were sent to Camp Floyd, others to different posts. On August 2 the General himself returned to Fort Leavenworth.⁴

When the column of reinforcements halted, some of Russell, Majors & Waddell's trains went on to Utah to supply General Johnston's Army of Utah at Camp Scott and Camp Floyd. The number of wagons must have been at least as great as the number sent out in 1857—286—for the army's strength remained the same. The other wagons were sent back to Fort Leavenworth or to other posts and depots, where their cargoes were stored. Russell, Majors & Waddell probably lost nothing by the change of destination because a clause in their contract provided for that very contingency. In the event that trains bound for Utah were stopped at or west of Fort Laramie, they would be paid the contract rate to that point and back.⁵ Should any trains be stopped east of the fort, they would be paid for transportation to it and back. Since Fort Laramie was the halfway point to Salt Lake City, the company was paid the same amount they would have received if the trains had traveled the entire distance. All the trains except those accompanying Colonel Hoffman would come under one of these provisos.

Majors said that for the year 1858 Russell, Majors & Waddell used 3,500 wagons and 40,000 oxen and employed 4,000 men.⁶ Although this statement was made from memory thirty-eight years later, it is no doubt approximately correct. Ten trains—approximately 250 wagons—were

³ Hubert Howe Bancroft, *History of Utah* (San Francisco: History Co., 1890), pp. 533, 534, 537; Gove, *Utah Expedition*, pp. 174, 177.

⁴ *Missouri Republican*, July 27 and August 2, 5, 9, and 19, 1858.

⁵ Russell, Majors & Waddell, Contract with General Thomas S. Jesup Covering the Utah Route, January 16, 1858 (hereafter cited as Contract with General Jesup).

⁶ Alexander Majors, *Seventy Years on the Frontier* (Columbus, Ohio: Long's College Book Co., 1950), p. 143.

loaded at Kansas City and billed for Santa Fe, Fort Union, Fort Defiance, Fort Massachusetts, Fort Fillmore, Fort Bliss, Fort Thorn, Cantonment Burgwin, and Albuquerque on the New Mexico route. With the 884 wagons loaded out of Nebraska City and 250 at Kansas City, about 2,336 would have to have been loaded at Fort Leavenworth to make up the number Majors gave. Whether Majors' estimate was correct or not, the number of wagons used in 1858 was great.

With the passage of the deficiency bill in May, 1858, funds to pay Russell, Majors & Waddell for transportation that year and for 1857 were made available. By the end of 1858, the firm had received \$2,425,378.35.⁷ Although the total amount of acceptances issued by Russell and endorsed by Secretary Floyd was \$1,090,714, the amount of actual cash accruing to the firm from this source is unknown because some, perhaps a large part, of the drafts were issued to take up previous ones that had matured.

Humiliated by unjust, violent criticism on the floor of Congress and in antiadministration newspapers, and finding their credit impaired by such criticism, the firm, late in 1858, resigned its contracts on both the Utah and the New Mexico routes. On January 8, 1859, the partners addressed a letter to Secretary of War John B. Floyd offering to turn in their contracts under certain reasonable terms. They proposed that the government buy, at market price, all of their oxen, horses, mules, wagons, equipment, and station improvements. They also suggested that the value of these assets be determined by three disinterested appraisers, one of whom should be appointed by the government, one by the contractors, and the third by the appraisers themselves. In addition, they asked for the annulment of their contract to supply beef cattle to the Army of Utah in 1859. Since the firm had ordered four hundred wagons and four thousand ox yokes for use in transporting supplies in 1858, these items were included in the inventory of materials on hand. "We have seen statements of enormous profits accruing to us," the partners said, "and embrace this occasion to relieve the government of their future payment." For reasons not disclosed, however, Secretary Floyd declined to accept their resignation, and they made plans to continue the business in 1859.⁸

While Majors, Russell, and Waddell were wrestling with their problems in 1858, two parties of prospectors were industriously panning the

⁷ 36th Cong., 2d Sess., *House Report* 78, pp. 317-318.

⁸ Russell, Majors & Waddell, letter to John B. Floyd, January 8, 1859.

sand along creeks in what was then known as "the Pike's Peak Region." In July a small party, of which William Green Russell was a member, found gold in paying quantities on Cherry Creek, a branch of the Platte River. News of this discovery quickly crossed the plains to western Missouri, where it created intense excitement. Among the first to leave for the diggings was John Cantrell, an experienced miner from Westport, Missouri. After a brief visit, he returned in August, carrying three ounces of gold he had panned himself. He reported that one man could pan out from twenty to twenty-five dollars' worth of mineral a day.⁹

Cantrell's report, along with those of others, was given wide publicity in newspapers in Missouri and the East. The *Missouri Republican* said that "thousands of adventurers from the western states . . . will soon leave for the west" and that in the spring of 1859 "the rush will be immense." The *Leavenworth Times* remarked that "not a day passes but what a company may be seen starting from our city for Pike's Peak." The first group of eager gold seekers arrived at Cherry Creek late in October, and behind them on the Santa Fe Trail followed a number of wagon trains.¹⁰

William H. Russell was at home in Missouri when Cantrell returned with his exciting news. Always quick to make decisions, Russell was thoroughly convinced the gold discoveries were only an index to greater ones to come. Waddell, however, though not quite skeptical, adopted a more sensible attitude of caution. Before becoming interested, he wanted reasonable assurance that it was not a "flash in the pan."

Among those aroused to immediate action was General William Larimer of Leavenworth, who with his son William H. H. and others organized a party. The General did not plan to mine gold, but to organize a town company. Not being a plainsman and knowing nothing about supplies and equipment necessary for the 689-mile journey across the plains, he called upon Russell for advice. During the conversation the possibility of starting a stage line to "Pike's Peak" was also discussed. Russell, always receptive to new ideas, was deeply impressed by what the General said. Before the Larimer party set out, it was understood that Russell should have one share in the town company. When the Denver Town Company was organized on November 22, 1858, Russell's

⁹ George A. Root and Russell K. Hickman, "The Pike's Peak Express Companies," *Kansas Historical Quarterly*, XIII (1944-1945), 163 n.

¹⁰ *Ibid.*, pp. 164-165.

name was entered as one of the original shareholders,¹¹ with about thirty acres of land in what was to become the metropolis of the Rocky Mountains and the capital of the state of Colorado.

Majors was on his way to Salt Lake City when news of the discovery of gold reached Missouri. Perhaps he heard of it en route, for news traveled on the plains at amazing speed. Meanwhile, in Leavenworth and Lexington, Russell grew more enthusiastic every day, but Waddell remained cool toward the new Eldorado. Late in November, 1858, Russell set out for Washington. While waiting in Chicago for an east-bound train, he hired a carriage and drove about the booming city. He found it a delightful place, from a speculator's point of view. That night he wrote Waddell a long letter, which closed with the prophecy, "Pike's Peak will rage next year and no mistake." He saw the possibility of making "enough out of it to cover our extraordinary losses," and he stated that he was in favor of sending a trainload of supplies to the area in the spring.¹²

During the winter of 1858-1859, John S. Jones, too, went to Washington to look after matters relating to his freighting business. Russell and Jones were old friends and former partners, and they soon agreed that something should be done about the Pike's Peak boom. They formed a new partnership, called Jones, Russell & Company,¹³ for the purpose of promoting a stage and express line between Leavenworth and Denver. If they were correct in their estimate of the gold diggings, as later events proved they were, they would be in a position to secure a contract for carrying the United States mail between the two points—a sound idea, providing a large enough number of people wanted mail service across the plains in 1859. Russell was named president of the new partnership, and John S. Jones, superintendent. The company issued forty shares of stock valued at five thousand dollars; and although the amount Jones invested is not known, it undoubtedly was equal to Russell's investment. The *Missouri Republican* reported on March 23 that ten residents of Leavenworth were interested in the company, but the names of all of them are not known. In addition to Jones and

¹¹ Gen. William Larimer and William H. H. Larimer, *Reminiscences* (Lancaster, Pa., 1918), pp. 47, 97.

¹² Russell, Majors & Waddell, Contract with Jones, Russell & Company, October 28, 1858.

¹³ *Leavenworth City Directory* (1859-1860); William H. Russell, letter to W. B. Waddell, April 12, 1859.

Russell, Luther R. Smoot, John W. Russell, and Benjamin F. Ficklin were stockholders.¹⁴

The company adopted the name of Leavenworth & Pike's Peak Express Company. Although Russell had taken the lead in organizing the company and planning the stage line, he had no intention of assuming any managerial duties in its operation; that complicated task was assigned to John S. Jones. Russell expected Majors and Waddell to join him, but they refused. Majors said he believed it was impossible to make a paying business of such a venture so early in the development of the area, and he urgently advised interested parties to let the enterprise alone.¹⁵ Waddell was so angry with Russell for involving himself in the enterprise that a breach between them developed which never completely healed.¹⁶

Following the dissolution of the partnership of Jones, Russell & Company at the close of the year 1859, Jones continued in the freighting business. Convinced that the gold strike on Cherry Creek would attract hordes of treasure seekers, he advertised in the *New York Tribune* that he would send thirteen hundred wagons from Westport, Missouri, and Atchison, Kansas, carrying passengers and their baggage, merchandise, and provisions—in short, anything that could be hauled. At the same time and in the same newspaper, Russell, Majors & Waddell advertised the transportation of “any given number of pounds of freight from Leavenworth or any other point on the Missouri River agreed upon to the Gold Mines of Pike's Peak, Cherry Creek, and the Platte.”¹⁷ When Jones, Russell & Company was organized, it did not enter the freighting business, for the obvious reason that each of the principals headed a company of his own operating in that field. Majors was also planning to run a freight line from Kansas City to Denver, Mountain City, and Colorado City (now Colorado Springs).¹⁸ It is likely that Jones gave up the idea of transporting passengers when the Leavenworth & Pike's Peak Express Company was organized, and freighted only for Jones, Russell & Company.

¹⁴ Russell, Majors & Waddell, Contract with Jones, Russell & Company, October 28, 1858; Charles Byers, letter to W. B. Waddell, February 4, 1859. Jones, Russell & Company, Balance Sheet, November 1, 1859, shows that the company owed Jones \$23,000.

¹⁵ Majors, *Seventy Years on the Frontier*, p. 164.

¹⁶ William H. Russell, letters to W. B. Waddell, April 12 and 17 and July 5, 1859.

¹⁷ Root and Hickman, “The Pike's Peak Express Companies,” pp. 163, 195, 218, 242, 485, 526; Vol. XIV, pp. 36–92.

¹⁸ *Directory of Kansas City* (1860), p. 54.

At first most of the travelers bound for the Pike's Peak region and the Cherry Creek diggings went by way of the Santa Fe Trail as far as Bent's Fort, took the upper Arkansas River to Pueblo, and then followed the Fountain River. Others took the Oregon Trail to the California Crossing of the South Fork of the Platte River and followed it to Denver. Jones and Russell, however, decided to lay out a new route midway between the two. On March 15, 1859, Colonel William J. Preston left Leavenworth with a party of seven men to survey a wagon road between the Republican and Smoky Hill forks of the Kansas River and locate twenty-seven stations about twenty-five miles apart, with six men to occupy each.¹⁹

An advance train of forty wagons, carrying 120 men and women, 200,000 pounds of provisions, and equipment for the stations, was divided into two sections. These left Leavenworth on March 28 and April 1. Each station beyond Junction City temporarily consisted of a tent, which served as living quarters for the family occupying it, a dining room for travelers, and a corral for mules. Houses would be built later, before winter. When the project was completed, there were 108 men and about 800 mules on the 680-mile line between Leavenworth and Denver. Beverly D. Williams, who succeeded Jones as superintendent of the line a few months later, was in charge of one of these wagon train divisions, and Nelson Sargent became superintendent of the other division, the Western, 150 miles long.²⁰

Meanwhile, about fifty new Concord coaches, designed to carry six passengers each, arrived in Leavenworth by steamboat. On Monday morning, April 18, 1859, two of the coaches, each hitched to four mules, stood in front of Jones's office in the Planter's Hotel. At least ten passengers, including Beverly D. Williams; Dr. John M. Fox, general agent for the company in Denver; and Colonel Preston, were bound for Denver. They made the journey without incident, arrived at their destination on May 7, and stopped at the door of the Leavenworth & Pike's Peak Express Company's temporary office.²¹

The arrival of the first two coaches in Denver was hailed with demonstrations of joy in the Pike's Peak region, for they marked the beginning of frequent, regular communication with the East. The members of the

¹⁹ Root and Hickman, "The Pike's Peak Express Companies," pp. 171, 183.

²⁰ *Ibid.*, pp. 183, 184, 187 n., 394-395; Frank A. Root and William E. Connelley, *The Overland Stage to California* (Topeka, 1901).

²¹ Root and Hickman, "The Pike's Peak Express Companies," pp. 187 n., 188, 189.

Denver Town Company were especially delighted that the express office was located on its side of Cherry Creek. The presence of the office gave them a decided advantage, they thought. In gratitude the company donated nine shares to the Leavenworth & Pike's Peak Express Company, whose monied influence and interest in the ambitious town would assure its pre-eminence over its rival, Auraria, across the creek. The Denver Town Company also donated a share, representing fifteen or twenty lots, to Beverly D. Williams, who chose the lots for himself, the express company, and perhaps William H. Russell.²²

The new coaches, manufactured by Abbot, Downing & Company, of Concord, New Hampshire,²³ and valued at \$250 each, were ordered at a cost of \$12,500. Ten more were ordered later, bringing the total investment in the vehicles to \$15,000. The company also bought 543 mules, costing \$60,890. In addition, the express firm was equipped with 125 wagons valued at \$10,000 and harness and outfits costing \$30,000. Animals and rolling stock to equip the line therefore cost Jones, Russell & Company something like \$78,840.²⁴ While these figures, based on collateral evidence, are not to be taken as exact, they do present a rough estimate of the cost of equipping the line.

The maintenance of the line after it was put into operation required an expenditure of considerable proportions. Drivers, of whom Jones hired about one hundred, were paid from \$40.00 to \$75.00 a month and board; stocktenders, from \$40.00 to \$50.00; harness makers and blacksmiths, from \$100.00 to \$125.00; division agents, from \$100.00 to \$125.00; and messengers, \$62.50. On May 30, 1859, when the line had been in operation forty-three days, D. R. Risley prepared an estimate of wages due the 175 employees of the company for the next two and a half months. The total amounted to \$14,437—about \$5,775 a month, or \$69,300 a year.²⁵

²² *Ibid.*, p. 190; R. B. Bradford, letter to W. B. Waddell, October 19, 1859.

²³ Elmer Munson Hunt, "Abbott-Downing and the Concord Coach," in *Historical New Hampshire* (Concord, 1945), pp. 1-20; Root and Connelley, *The Overland Stage to California*, p. 154.

²⁴ Jones, Russell & Company, Balance Sheet, November, 1859. According to Root and Hickman, "The Pike's Peak Express Companies," laying out the original route by way of the Republican and Solomon rivers cost probably not less than \$75,000.

²⁵ D. R. Risley, Estimate of Wages Due Employees, May 30, 1859. Root and Connelley, *The Overland Stage to California*, p. 155, say it cost about \$1,000 a day to operate the line, which, according to Risley's estimate made with the company records before him, is an overstatement. See also Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* (Stanford: Stanford University Press, 1949), p. 42.

At first the scheduled time for the trip between Leavenworth and Denver was ten days and passenger fare was \$125.00. For shorter distances the charge was 25¢ a mile. Express packages were \$1.00 a pound, and letters 25¢ each. Each passenger was allowed twenty-five pounds of baggage, and anything in excess was carried at express rates. Gold was carried on a percentage basis. The coaches traveled day and night, with stops only for meals and a change of mules. The trip was a rugged one, not to be undertaken by weaklings or invalids.

Majors and Waddell watched the development of the express company with mounting apprehension and irritation. They felt Russell had gone into the concern to a ruinous extent and stated publicly that the enormous expense involved in its organization and operation jeopardized not only Jones & Russell but also Russell, Majors & Waddell. Mrs. William H. Russell heard of the public statements and wrote her husband in New York. The day before the first coaches left Leavenworth, Russell wrote Waddell a blistering note. "I care not who started such reports," he fumed, "I trust you and Mr M[a]jors did not. I pronounce them calumnators and liars and will on my return hold any man accountable who has falsely slandered me."²⁶

Circumstances over which no one had any control proved that Majors was right in his belief that the area was not yet sufficiently developed to make a stage line a paying business. But he might have been wrong. The assumption on the part of Jones and Russell that a vast number of people would stream along the trails to the gold diggings in 1859 proved to be correct. They did—about 150,000²⁷ of them—but not as many went by stage as was anticipated. Most went by wagon train, in small parties of their own, on horseback, or on foot. The result was that the express line operated on a deficit from the very beginning.

On May 11, 1859, Jones, Russell & Company assumed another liability in buying the J. M. Hockaday & Company contract to transport the United States mail from St. Joseph, Missouri, to Salt Lake City. The price of the contract was \$144,000, including a bonus of \$50,000. This amount was raised by allowing Hockaday to collect the current quarterly payment by the Post Office Department, \$23,750, and the remainder with Jones, Russell & Company's acceptances on Russell, Majors & Waddell for \$121,250. The drafts, dated May 15, were to fall due in 1859 as follows: \$15,000 in September; \$36,250 in cash from

²⁶ William H. Russell, letter to W. B. Waddell, April 17, 1859.

²⁷ Root and Connelley, *The Overland Stage to California*, p. 162.

September 1 through 10; and the remainder in three installments in four, eight, and twelve months.²⁸ Obviously, Jones and Russell did not put any cash of their own into the transaction.

The Hockaday contract provided for twenty-two-day mail service on the Oregon Trail from St. Joseph, by way of Fort Kearny and Fort Laramie to Salt Lake City, once a week each way.²⁹ Since this was the route specified in J. M. Hockaday & Company's contract with the Post Office Department, Jones, Russell & Company abandoned its new route along the Smoky Hill and Republican rivers and moved the Leavenworth & Pike's Peak Express Company's line to the mail route. The change was made by Beverly D. Williams in a short time, and the first coach over what was known as the Platte River route left Leavenworth on July 2, 1859. From the California Crossing (Julesburg) it continued along the South Platte River to Denver. This route was followed until July, 1862, when the Central Overland California & Pike's Peak Express Company abandoned the Central route at Julesburg and laid out a new mail and stage line along the north side of the South Platte. The new line went by way of Julesburg, where another road to Denver branched off; Laporte; Virginia Dale; Fort Halleck; Bridger's Pass; and Fort Bridger, where it rejoined the old Central route.

The purchase of the Hockaday line was a big step toward what Russell had wanted for a long time—a contract to carry United States mail to California over the Central route. Although the Hockaday contract was not a large one, it gave Russell the business over the eastern half of the route and put him in a position to secure a contract for carrying the mail to Denver, if and when such a contract was let.

Jones, Russell & Company got very little from the deal with the J. M. Hockaday & Company line except the contract, which was what they really wanted. Majors said the line was equipped with only a few light, cheap coaches, no stations, and only a few animals. Upon taking over its business, Jones himself at first acted as route superintendent but was soon succeeded by Beverly D. Williams. In the fall of 1859 Benjamin F. Ficklin assumed the duties of that office. The Hockaday & Company line was divided into three sections, each of which was under the supervision of a division superintendent. They were: Charles W. Wiley, St. Joseph to Julesburg; Joseph A. Slade, Julesburg to South

²⁸ 36th Cong., 1st Sess., *Sen. Report* 259, II, 21–22. See also Appendix, pp. 194–195.

²⁹ Root and Hickman, "The Pike's Peak Express Companies," pp. 489, 490, 492, 496; Settle and Settle, *Empire on Wheels*, pp. 125–126.

Pass; and James E. Bromley, South Pass to Salt Lake City.³⁰ All these men became employees of the Leavenworth & Pike's Peak Express Company.

Not long after the first coaches were put into operation, Jones, Russell & Company dispatched a wagon train of goods to stock a general store in Denver. The train arrived early in May, and the store opened for business in a primitive log cabin at the corner of Blake and F streets.³¹ Here the express office was also located. Since John Armor and H. S. Buckley were in charge of the office and store some four months later, it may be assumed they went to Denver with the train. About a month later another train loaded with groceries and a few other items arrived.

Although Majors and Waddell were skeptical about the future success of the Leavenworth & Pike's Peak Express Company, they soon became convinced that a store in the infant town of Denver would be a reasonably promising investment. Consequently, on August 23, 1859, Russell, Majors and Waddell signed a copartnership agreement with Robert B. Bradford to open a general merchandise business there. Bradford bought a lot at the southeast corner of Blake and G streets and contracted with T. J. Bayard, who owned a sawmill, to erect a two-story building fifty by sixty feet on it.³² Meanwhile, until the new building was completed at the end of the year, he occupied the log building belonging to Jones, Russell & Company.

As a result of the unfortunate tendency of Russell, Majors, and Waddell to form outside partnerships, their business relationships became more complicated to manage by the month. Russell was a partner in the Leavenworth & Pike's Peak Express Company; R. B. Bradford & Company; Jones, Russell & Company; and Russell, Majors & Waddell. Jones was a partner in the express company and in Jones, Russell & Company, and he had a freighting company of his own. He was also a partner in the merchandising concern of Jones & Cartright. John W. Russell was secretary of the Leavenworth & Pike's Peak Express Company and a partner in Hensly, Russell & Company, which also had a store. To add to the confusion, Majors was running a private freight line to Denver and would soon open a store of his own there.³³ None

³⁰ 36th Cong., 1st Sess., *Sen. Report* 259, Vol. II, pp. 34-35.

³¹ R. B. Bradford, *Plat of Denver*, 1859.

³² *Ibid*; articles of copartnership. See Appendix, pp. 195-196.

³³ Alexander Majors, *Deed of Trust to Alexander Street*, Schedule D, October 19, 1860, Jackson County, Missouri, *Record Book* 37, pp. 78-80; *Directory of Kansas City* (1860), p. 54; R. B. Bradford, letter to W. B. Waddell, June 19, 1860.

of these businesses except Russell, Majors & Waddell and R. B. Bradford & Company had any actual connection with any of the others. All of them, however, did a great amount of business with each other.

As the summer of 1859 ended, Jones, Russell & Company sank deeper into debt in a heroic effort to keep the Leavenworth & Pike's Peak Express Company in operation. Receipts from passengers and express were far short of what was anticipated and needed, and the cost of operation far exceeded expectations. Regular schedules were maintained, however, and its service as a means of communication between the gold region and the East was above reproach. It performed its job brilliantly, but through no fault of its own it was not a money-making enterprise.

The situation confronting Jones, Russell & Company is clearly revealed in a balance sheet dated November 1, 1859, which listed liabilities of \$525,532. It owed Russell, Majors & Waddell \$100,269, and other creditors \$116,807. Other debts included \$23,000 to John S. Jones, \$1,000 to Jones & Cartright, \$15,000 to Samuel & Allen (St. Louis brokers), \$20,000 to the Western Bank of St. Joseph, Missouri, and \$10,000 to teamsters and agents. Its largest assets were payments for the transportation of United States mail to Salt Lake City to December 31, 1860, \$198,750; 543 mules, \$60,890; 125 wagons, \$10,000; Hockaday line, stock, mail coaches, and stations, \$94,000; and the stock of merchandise in the Jones, Russell & Company store in Denver, \$30,000.

On October 28, 1859, Russell, Majors & Waddell signed a contract with John S. Jones, William H. Russell, Luther R. Smoot, John W. Russell, and Benjamin F. Ficklin, stockholders in Jones, Russell & Company, to buy out the bankrupt concern. Russell had come from New York for this purpose. This contract provided for the incorporation of a new company, with a capital stock of \$200,000 divided into forty shares of \$5,000 each. When the company was finally organized some time later, the amount of capital stock was raised to \$500,000. Waddell, Majors, and John W. Waddell were assigned two shares each; John S. Jones, four shares; and William H. Russell, thirty shares; to be sold for the benefit of the company. Ficklin was not included among the stockholders. The contract also stipulated that when the company was organized, John S. Jones should be superintendent at a salary of three thousand dollars a year, and that John W. Russell as secretary should assume control of the company at a salary of eighteen

hundred dollars a year, beginning immediately.³⁴ Meanwhile, the Leavenworth & Pike's Peak Express Company continued to operate as though nothing had happened.

Not long after this contract was signed, Russell returned to the East. On November 19, 1859, he wrote Waddell that he was preparing a charter for the new corporation, to be submitted to the Kansas territorial legislature. The following Wednesday, November 23, he said, was the date set for the organization of the new company. On the twenty-second he again wrote Waddell that the name of the concern was Central Overland California & Pike's Peak Express Company. It was organized in New York, as indicated, with Russell as president and his son John as secretary.³⁵

The incorporators were William H. Russell, John S. Jones, Benjamin F. Ficklin, Alexander Majors, William B. Waddell, William S. Grant, Benjamin C. Card, Webster M. Samuel, Jerome B. Simpson, Luther R. Smoot, John W. Russell, and Joseph A. Monheimer; but Ficklin, Card, Samuels, Simpson, Grant, Smoot, and Monheimer did not become stockholders. The capital stock was fixed at \$500,000, divided into 5,000 shares valued at \$100 each. The charter was liberal in that it gave the company the right to operate express, stage, passenger, and transportation routes by land or water for the conveyance of persons, mail, and property in Kansas or beyond. It could write fire and marine insurance, life insurance, and annuities; operate mines; and receive money in trust.³⁶

³⁴ Russell, Majors & Waddell, Contract with Jones, Russell & Company, October 28, 1859; see Appendix, pp. 196-197.

³⁵ William H. Russell, letter to W. B. Waddell, November 19, 1859; "Act to Incorporate the Central Overland California & Pike's Peak Express Company," *Laws of Kansas Territory* (1859), pp. 254-259. See also Appendix, pp. 197-202.

³⁶ *Laws of Kansas Territory* (1859). Benjamin C. Card was employed in the Quartermaster Department at Fort Leavenworth (Majors & Russell, "Statement of Claim of 1857," p. 32). Webster M. Samuel was a son-in-law of William H. Russell and a member of the commission and brokerage firm of Samuel & Allen of St. Louis, Missouri, which began business in March, 1858 (Russell, letter to W. B. Waddell, March 20, 1858). Jerome B. Simpson, vice-president of the company, was agent for Russell, Majors & Waddell in New York, with an office in the Continental Bank Building (*Leavenworth City Directory* [1859-1860], p. 182; 36th Cong., 1st Sess., *House Report* 78, p. 265). Luther R. Smoot was a partner in the Smoot, Russell & Company Bank in Leavenworth.

CHAPTER NINE

The Flour Contract and the Pony Express

Since the contract of January 16, 1858, covering the transportation of supplies on the New Mexico route was for one year only, a new one was necessary for 1859. In spite of attacks and criticism on the floor of Congress and in the newspapers, Russell, Majors & Waddell secured the contract for another year. The contract for the Utah route had one year left to run. On April 12 Russell wrote Waddell that Majors would receive from 240 to 300 wagonloads of supplies to be forwarded to Utah from Nebraska City in 1859. Two days later he said Majors had been allotted 340 loads, the same amount as would be sent out from Fort Leavenworth. The firm's business on the Utah route for 1859 would therefore require 680 wagons, or about 24 trains, carrying 4,080,000 pounds.

About March 1, Quartermaster General Jesup notified Russell, Majors & Waddell that they would be required to transport 843,000 additional pounds of flour—about three trainloads—to Camp Scott and Camp Floyd in Utah. Waddell immediately began assembling the necessary facilities to deliver this additional amount. About 140 wagons, costing \$190.00 each, would be required at a total cost of about \$26,600. Some 1,700 oxen, costing on the average \$75.00 a yoke, were bought, representing an investment of \$63,750. When the cost of ox yokes, chains, provisions, medicine chests, spare oxen, 30 to 40 mules, and wages for 130 teamsters were added, the total cost of delivering the flour to Camp Scott and Camp Floyd would run to more than \$100,000. For this service the company would be reimbursed about \$22.00 per hundred pounds, a total of \$214,965.¹

In addition to his notice to Russell, Majors & Waddell, the Quartermaster General also called upon the millers in St. Louis and elsewhere

¹ *Lexington Weekly Express*, October 8, 1859.

to submit bids on the flour to be hauled. Among those who responded was Gilbert & Gerrish of Salt Lake City, who proposed to furnish the quota with flour ground from wheat grown in Utah. Knowing they were amply able to meet the quota, Gilbert & Gerrish failed to state in their bid that in the event of a deficiency in the available supply in Utah they would make it up with flour bought in the states. Moreover, there was a widespread opinion in the Quartermaster's Department that Utah wheat flour was inferior to that manufactured in Missouri. Consequently, the quartermaster at Camp Floyd, Captain Henry F. Clark, advised the Quartermaster General in Washington "not to depend upon the Territory of Utah for a single pound of flour." As a result, the Gilbert & Gerrish bid was disqualified and the contract awarded to mills in St. Louis.²

At this time Russell met in New York Ben Holladay of Weston, Missouri. Holladay had been trading with the Mormons and freighting to Utah since 1849.³ Knowing that the Utah mills could supply the flour, he suggested that Russell, Majors & Waddell buy the entire 843,000 pounds ground by the St. Louis mills and deliver Utah flour to the army in its stead. By this action the government would be relieved of losses on flour damaged in transit on the twelve-hundred-mile haul from Fort Leavenworth to Utah. Such losses had been heavy the year before, and the freight charges on the damaged wheat alone had amounted to over fifty thousand dollars.

The plan appealed to Russell, for it would make his firm the contractors for the flour. He approved it, on the condition that Holladay become a partner in the contract, go to Utah, and make arrangements for the manufacture and delivery of the commodity. Holladay agreed, and the proposition was laid before Secretary of War John B. Floyd in Washington. Floyd approved the idea, on the condition that any deficiency be made up with acceptable flour from the states. Holladay went to Utah and had no difficulty in letting a contract to mills for flour at seven cents a pound. The total cost of the Utah flour would amount to \$57,610. While the flour was being ground, he bought 21 wagons, 782 mules, and 7 horses, as well as harness and other equipment from the Quartermaster's Department at Camp Floyd. He also hired teamsters to drive the wagons. The total cost of the flour delivered to the army posts is not known, but by the transaction Russell, Majors &

² *Lexington Weekly Express*, October 8 and 29, 1859.

³ Holladay was among the first Missouri traders to realize that the Mormons in Salt Lake Valley afforded a ready market for all kinds of goods from the East.

Waddell became the owners of 1,686,000 pounds of flour, half of which was in Utah, and the rest in Missouri. The Missouri flour had to be sold in Missouri to whoever would buy it.⁴ The cost of working out the transaction in all its ramifications can never be known.

While Holladay was busy with setting the Utah mills to work in the summer of 1859, Horace Greeley, editor of the *New York Tribune*, and his fellow journalist, Albert D. Richardson, stopped in Leavenworth on their way to the Pike's Peak gold diggings.⁵ They were given a free ride to Denver over the Leavenworth & Pike's Peak Express Company line. When Greeley had seen the mines, he went on to Salt Lake City, still traveling as a guest of the express company. Motivated by the true newshawk's desire to create sensation, he inquired into the management of the Quartermaster's Department at Camp Floyd. He found that the Mormons had supplied the lumber to build the camp, at a profit of \$50,000, he said. He also called attention to the flour contract with Russell, Majors & Waddell, which he alleged netted the firm \$170,000 clear profit. The recent sale of mules and wagons to Holladay also came under his critical scrutiny.⁶

With no knowledge whatever of the cost or amount of lumber involved in constructing a cantonment to house 2,500 men, Greeley intimated that Brigham Young had defrauded the United States government. Russell, Majors & Waddell had done the same, he said, in the matter of the flour contract. In fact, he indignantly declared, "The Army of Utah did nothing but enrich the contractors favored by the War Department and the saintly speculators of Mormondom." The reason for maintaining that far-off post, he said, was "for the pecuniary gain of the contractors."⁷ Then he went blithely on his way to California, hoping to uncover more thrillers for his *New York Tribune* audience.

Greeley's alleged exposé of fraud was carried west and published in the *San Francisco Bulletin*, and a copy of the paper got back to Salt Lake City, where it fell into Ben Holladay's hands. In reply, he wrote a long explanation of the flour contract and sale of mules and wagons by

⁴ *Lexington Weekly Express*, October 8 and 29, 1859.

⁵ *Ibid.*

⁶ George A. Root and Russell K. Hickman, "The Pike's Peak Express Companies," *Kansas Historical Quarterly*, XIII (1944-1945), 215. Greeley wrote a series of fascinating articles for the *New York Tribune* and a book, *Overland Journey*, on what he saw and learned on his western tour. Richardson also wrote a book, *Beyond the Mississippi*.

⁷ *Lexington Weekly Express*, October 8, 1859.

the quartermaster at Camp Floyd; and from his explanation it appears that no fraud was involved. Russell, Majors & Waddell made no profit on the flour, for the price paid the mills in Missouri and Utah was practically the same. The firm collected \$214,965 for transportation, against which \$100,000 for wagons, oxen and equipment, wages of employees, etc., in Missouri, and the cost of delivery of flour in Utah had to be charged. Apparently, therefore, if they made any profit on the whole transaction, it was not excessive.

When Russell, Majors & Waddell's trains delivered their supplies at Camp Floyd in the fall of 1859, Dr. J. Hobbs, agent for the firm in Utah, selected 3,500 of the best oxen to be grazed through the winter and sent to California in the spring. About September 20 the oxen left Camp Floyd under the care of Jackson Cooper. After traveling some three hundred miles along the old Spanish Trail without finding a suitable place to spend the winter, Cooper swung the herd to the north toward Ruby Valley, a sheltered mountain nook some three hundred miles distant in the northeast corner of the present state of Nevada.⁸ While the oxen were still three days from their destination, a terrific snowstorm hit.

The herd reached Ruby Valley, but the oxen were weak from lack of good grazing along the way, and snow was still falling. Soon it was more than two feet deep in level places, with drifts so heavy that the cattle could not have been moved to a better place even if the herders had known of one. For thirty to forty days the sun could scarcely be seen. The snow was so deep that the starving animals could not reach the grass, and they starved and froze to death by the hundreds. By January 6, 1860, 2,500 oxen had died, and Cooper had no hope that any would survive the winter.⁹ On March 1, 1860, Andrew B. Miller, who had succeeded Dr. Hobbs as agent for Russell, Majors & Waddell in Salt Lake City, wrote that only 300 head were still alive.¹⁰ Not long afterward, Cooper and his men returned to Salt Lake City and reported that all the animals were dead. Valued at \$75.00 a yoke, the oxen represented a loss to Russell, Majors & Waddell of more than \$150,000.

Russell had found it easy to raise large sums of money with the acceptances, and he began to rely more and more upon them. Since he was not able to retire the drafts as they fell due, he issued new ones to take up those that matured. From January 4 to September 17, 1859, he

⁸ *Ibid.*

⁹ Cooper, letter to W. B. Waddell, January 6, 1859.

¹⁰ Miller, letter to W. B. Waddell, March 1, 1859.

wrote \$1,660,000 worth. At the same time, he was receiving large sums from the War Department in pay for transportation. For 1859 the payments amounted to \$1,010,731.84. The amount of cash received from acceptances is unknown, but since the difference between the amount of the ones issued in 1858 and those issued in 1859 was only \$80,983.16, one is inclined to suspect that the greater portion issued in both years was used to retire previous ones. Undoubtedly, therefore, the year 1859 closed with the firm deeper in debt than ever before. Although no exact appraisal can ever be made of the financial affairs of the firm at any given date, enough data exists to indicate the overall situation. It is likely that much of the cash that was received for transportation was sunk in acceptances issued by Jones, Russell & Company, which by the end of the year owed Russell, Majors & Waddell \$190,269. Miller, Russell & Company owed the freighting company \$200,000, and R. B. Bradford & Company, \$80,000.

By the first of August, 1859, Russell began to become concerned about the state of affairs. On the twenty-fourth he wrote Waddell, "If you cannot sustain the credit of all parties concerned till I get home you will look to R[ussell], M[ajors] & W[addell] first, but in the event of either being dishonored I fear the results."¹¹ By this he probably referred to the Leavenworth & Pike's Peak Express Company, and possibly to other concerns as well. On November 19, he said, "True, we have a large debt and if receipts do not come in soon for flour and beef I know not what to do, though I hope that something will turn up to afford temporary relief."¹²

On November 22 Russell declared:

But as for December I must have help . . . you must make some turn to help. . . . Has been too much said by opposition papers discrediting our only security, secretary's acceptances If we can manage December I have no fears. That we must and will. I will not give up so long as a two-inch plank remains on the deck of our schooner.¹³

In a letter on the twenty-eighth, he said, "I fear next month, indeed I do not see how we are to get through with it if flour receipts do not come in soon, which I much fear."¹⁴

Russell indeed had ample reason to fear for the company's future. In the latter part of 1859 a list of bills payable maturing during

¹¹ Russell, letter to W. B. Waddell, August 24, 1859.

¹² Russell, letter to W. B. Waddell, November 19, 1859.

¹³ Russell, letter to W. B. Waddell, November 22, 1859.

¹⁴ Russell, letter to W. B. Waddell, November 28, 1859.

December, 1859, through August, 1860, was prepared. Under the circumstances, the payments due were frightening, to say the least. The list from December, 1859, to August, 1860, was as follows:¹⁵

December, 1859	\$250,183.26
January, 1860	206,643.81
February	189,667.31
March	240,930.06
April	45,937.61
May	6,390.25
June	26,653.87
August	599.84
<i>Total</i>	\$967,006.01

Another list, prepared a month or so later, showed the total of bills payable from January to August, 1860, to be \$749,190.78. Of this amount, \$260,000 was for acceptances drawn on the Secretary of War, and \$30,000 for Jones, Russell & Company's acceptances.¹⁶

In the fall of 1859, after taking over the Leavenworth & Pike's Peak Express Company, Russell, Majors & Waddell compiled the following undated statement of assets:¹⁷

Russell, Waddell	\$200,000
Beef [cattle]	580,000
Flour	100,000
Miller, Russell & Company	120,000
P. P. Express [Leavenworth & Pike's Peak Express Company]	200,000
R. B. Bradford & Company	80,000
Cattle [work oxen] here	250,000
Cattle in Utah, etc.	100,000
Wagons here 1300	130,000
B[ills] of L[ading] For army supplies delivered	100,000
Merchandise at different points	60,000
Real estate	60,000
<i>Total</i>	\$1,980,000

¹⁵ Russell, Majors & Waddell, Statement of Bills Due December, 1859, to August, 1860.

¹⁶ Russell, Majors & Waddell, Bills Payable January to June, 1860.

¹⁷ Russell, Majors & Waddell, Statement of Assets, 1859. Although there is an error in addition in the original statement, this one presents a clear picture of assets at the close of 1859.

Although the statement of assets shows a balance of \$53,132.99 in favor of the firm, such a favorable balance did not actually exist. Miller, Russell & Company, the Leavenworth & Pike's Peak Express Company, and R. B. Bradford & Company, instead of being assets to the amount of \$400,000, were heavy liabilities. While it is difficult to reconcile the incomplete and sometimes fragmentary picture of the firm's financial situation late in 1859, it is perfectly clear that the company was practically bankrupt. Waddell and Majors were aware of this, and others began to appraise the firm with a critical eye. Russell, however, confident that his luck would hold out and that the situation would improve, refused to face the facts. The nearest he came to it was when he said, "I feel inclined to agree with Bradford that [Denver and the Rocky Mountain region] is the place to make our money instead of freighting."¹⁸ This reflected what Bradford had been writing to both Russell and Waddell for some time, but the two men were too busy even to reply to his letters.

Having squeezed past December, 1859, without meeting disaster, Russell was ready for a new venture that he had had in mind since early in 1858 and that would surpass anything he had undertaken before. This idea was the organization of a line of express riders, to be called the Pony Express, stretching 1,966 miles from the Missouri River to Sacramento, California.

By 1859 the major argument against the establishment of a mail line on the Central route—that it could not be kept open in the winter because of snow in the Wasatch Mountains of Utah and the Sierra Nevadas of California—had been thoroughly disproved. During the winter of 1857–1858 General Johnston's military expresses had ridden back and forth regularly once a month between Camp Scott and Fort Leavenworth. Others, such as Charles R. Morehead and James Rupe, had easily traveled from Utah to Fort Leavenworth in midwinter without extreme hardship. As a result of their experiences, no unbiased, informed person doubted the ability of well-equipped carriers to maintain a regular schedule in cold weather.

As early as 1855, Missourians had exhibited an interest in laying out and marking a wagon road from the Missouri River to California. In that year the Missouri legislature chartered the Missouri & California Mail and Transportation Company. The fifty incorporators included, among others, John C. Fremont, Samuel H. Woodson, David Waldo, Ben Holladay, Ceran St. Vrain, William Gilpin, Albert G. Boone, and

¹⁸ Russell, letter to W. B. Waddell, November 22, 1859.

E. C. McCarty.¹⁹ Although nothing came of this movement, it indicates the widespread interest of Missourians in establishing communication with California.

Bills authorizing an overland mail line to the Pacific were introduced in Congress in 1855 and 1856, but they did not pass. The first of such measures to become law was an amendment to the Post Office appropriation bill of 1857, which provided \$300,000 for a semimonthly service, \$450,000 for a weekly service, and \$600,000 for a semiweekly service to the west coast. It was expected that coaches or four-horse spring wagons, capable of carrying both passengers and mail, would be used. Since no route was named in the bill, the Postmaster General chose the Southern route, with St. Louis and Memphis as points of departure. The routes beginning at St. Louis and Memphis converged at Little Rock, Arkansas, and ran thence by way of Preston, Texas, Fort Fillmore, Fort Yuma, and San Diego to San Francisco. This route was 2,800 miles long. Stations were built every ten to twenty-five miles, and the travel time required was twenty-five days. A six-year contract dated September 16, 1857, was let to John Butterfield of the Overland Mail Company, a concern formed by the Adams, the American, the National, and the Wells Fargo express companies. Thus the Southern route, known also as the "Ox-bow route," won the first round in the "Battle of the Routes," which had hampered the establishment of adequate mail service to California since 1855.

After securing a mail line the full length of the Central route by acquisition of the Hockaday and Chorpenning contracts and organizing the Central Overland California & Pike's Peak Express Company, Russell entered the lists to do battle for the great prize—the \$600,000 contract held by the Overland Mail Company, which had two years to run. The chances that he might come off victorious were favorable, for opposition to the Overland Mail line because of its length mounted in California and the North. On this particular point Russell had a distinct advantage, for the Central route was approximately eight hundred miles shorter than the Southern.

A mail contract and a stage line to Salt Lake City on the Central route were, in Russell's opinion, not enough to secure the \$600,000 contract held by the Overland Mail Company. Something more was needed—something spectacular enough to focus public attention upon the Central route. In modern parlance, Russell felt the necessity for a vigorous publicity campaign in the form of startling, undeniable proof

¹⁹ Stella Drumm, letter to the authors, December 2, 1937.

that traffic over his route was possible in the winter months. The device he chose, as previously shown, was that of establishing the Pony Express from St. Joseph, Missouri, to Sacramento, California. Two and a half months after it was started he said, "I was compelled to build a world-wide reputation even at considerable expense." "It was undertaken," said Majors, "solely to prove that the route . . . could be made a permanent thoroughfare at all seasons of the year . . . as far as the paramount object was concerned, [it was] a complete success."²⁰

There can be no doubt that Russell presented this idea to Majors and Waddell at the time the Leavenworth & Pike's Peak Express Company was taken over on October 28, 1859. During the following winter he discussed it with various individuals and officials in Washington, among them Senator William M. Gwin of California. The Senator was enthusiastic about the idea and urged Russell to put it into effect immediately. This Russell promised to do, providing that Majors and Waddell would consent to join him in the undertaking. On his next trip back west, he laid the proposition before his partners, who, however, held the same unfavorable opinion about this new venture that they had concerning the Leavenworth & Pike's Peak Express Company. Their sole objection was that it would not pay expenses.²¹

Dismayed by this reaction, Russell then confessed that he had already committed himself and his partners to Senator Gwin, and insisted that Majors and Waddell support him. It would injure both his prestige and his pride, he said, to have to return to Washington and report that the plan could not be implemented because his partners lacked confidence in him. As soon as the feasibility of running a mail line over the Central route was demonstrated, he added, Senator Gwin would bring to bear on Congress all his influence to get a subsidy to help pay expenses. Beaten by Russell's arguments, Majors and Waddell, against their better judgment, reluctantly agreed to join him in the enterprise.²²

Russell believed that the way to make money was to spend money, which, to a point, is correct. The drawback, however, is expressed in that ancient axiom that money, in order to multiply itself, must be spent in profit-making undertakings; and sometimes Russell had failed

²⁰ Charles R. Morehead, "Narrative," in William E. Connelley, *Doniphan's Expedition and the Conquest of New Mexico and California* (Kansas City: Bryant & Douglas, 1907), p. 614; Russell, letter to W. B. Waddell, June 19, 1860.

²¹ Alexander Majors, *Seventy Years on the Frontier* (Columbus, Ohio: Long's College Book Co., 1950), pp. 182-183, 195.

²² *Ibid.*, p. 184.

to show a profit in the past. The financing of a 1,966-mile line of horse-men, three-fourths of it through virtually uninhabited country, was a task of herculean proportions. The new Central Overland California & Pike's Peak Express Company not only lacked money of its own for this new venture, but was saddled with the debts of the Leavenworth & Pike's Peak Express Company, amounting to \$525,532. Although the firm of Russell, Majors & Waddell was bankrupt and staggering under the tremendous weight of its own debts, those of Jones, Russell & Company, and those of Miller, Russell & Company as well, the partners shouldered the burden of financing the new enterprise.

After winning his partners over to his scheme, Russell went back east to put the Pony Express into operation. On January 27, 1860, he telegraphed his son John W.: "Have determined to establish a Pony Express to Sacramento, California, commencing 3d of April. Time ten days." The release of this dispatch to newspapers created a sensation in Washington, New York, and the West. St. Joseph, Missouri, was chosen as the eastern terminus of the line instead of Leavenworth, largely because it was the end of both the Hannibal & St. Joseph Railroad and the telegraph line. The California terminus, as stated in Russell's dispatch, was to be Sacramento. On March 2, 1860, Russell and Waddell, on behalf of the Central Overland California & Pike's Peak Express Company, signed a contract with twenty citizens representing the city of St. Joseph, endowing the company with many advantages and concessions.²³ An office for the Pony Express was opened at 481 Tenth Street in Washington and another in New York in the quarters of Jerome B. Simpson at No. 8, Nassau Street. H. J. Spaulding was appointed agent in Chicago, and Samuel & Allen in St. Louis. J. B. Jones was agent in Denver, and J. C. Bromley in Salt Lake City. William W. Finney, the company agent in San Francisco, had headquarters in the *Alta Telegraph* office at the corner of Merchant and Montgomery Streets.²⁴

The line was divided into five divisions, with a superintendent for each; they were: St. Joseph to Fort Kearny, A. E. Lewis; Fort Kearny to Horseshoe Station, Joseph A. Slade; Horseshoe Station to Salt Lake City, James E. Bromley; Salt Lake City to Roberts Creek, Howard

²³ Buchanan County, Missouri, *Record Book X*, pp. 508-511; Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* (Stanford: Stanford University Press, 1949), pp. 76-77; Raymond W. Settle and Mary Lund Settle, *Saddles and Spurs* (Harrisburg, Pa.: Stackpole, 1955), pp. 36-37.

²⁴ Settle and Settle, *Empire on Wheels*, pp. 77-78.

Egan; and Roberts Creek to Sacramento, Bolivar Roberts. Benjamin F. Ficklin was superintendent of the entire line.²⁵

Russell allowed the company only sixty-five days to complete preparations for the unique undertaking. Jones, Russell & Company advertised in St. Joseph for "two hundred head of grey mares, from four to seven years old . . . with black hoofs"; about two hundred more horses were bought by Andrew B. Miller in Salt Lake City, and at least one hundred by William W. Finney in Sacramento. Meanwhile, station keepers, stocktenders, and eighty riders were hired. The stations, an average of ten miles apart, numbered 190.²⁶ Stations were stocked by wagon trains, the horses were distributed and at 7:15 P.M. April 3, 1860, the first rider set out toward the west from St. Joseph. At 4:00 P.M. (Pacific time) another rider in San Francisco, almost 1,966 miles to the west, rode from the door of the *Alta Telegraph* office to the waterfront, where the first eastbound consignment of eighty-five letters was placed aboard a boat to be carried to Sacramento. The identity of these first two riders has never been definitely determined, although there are a number of nominations for the honor in each case.²⁷

The actual cost of putting the Pony Express into operation will probably never be known. Majors gives no information on that point. Frank A. Root said that the cost was \$75,000, but this figure is too conservative for even the horses alone. J. V. Frederick said it cost \$100,000 to equip the line and that the total cost of operation for sixteen months was \$700,000.²⁸ Assuming that five hundred horses were bought at an average of \$175 each, the cost for animals alone would have been \$87,500. Added to that was the expense of constructing the stations, provisions for the men, feed for horses, employees' wages, equipment, and many other items.

During the eighteen months the Pony Express operated—from April 3, 1860, to October 24, 1861—308 runs were made each way, covering a total of 616,000 miles. It carried 23,356 pieces of mail going east and 11,397 pieces going west, for a total of 34,753 pieces. Total

²⁵ Settle and Settle, *Saddles and Spurs*, pp. 38–39.

²⁶ Settle and Settle, *Empire on Wheels*, pp. 79–80; Majors, *Seventy Years on the Frontier*, pp. 184–185; Wilson, *Out of the West*, p. 166.

²⁷ Majors, *Seventy Years on the Frontier*, p. 184; Settle and Settle, *Empire on Wheels*, pp. 82–83; Settle and Settle, *Saddles and Spurs*, pp. 56–58.

²⁸ Frank A. Root and William E. Connelley, *The Overland Stage to California* (Topeka: 1901), p. 120; J. V. Frederick, *Ben Holladay: The Stagecoach King* (Glendale: Arthur H. Clark Co., 1940), pp. 57–60.

receipts for the eighteen months were \$90,141,²⁹ only a little more than the initial cost of horses alone. In the month of April, 1861, the Central Overland California & Pike's Peak Express Company made up an estimate of receipts and disbursements from May 1, 1861, to July 1, 1862, a period of fourteen months. The anticipated receipts from the Pony Express were \$120,000. This estimate was based on five hundred letters a trip after July 1, 1861, when a new and lower rate went into effect. Although this estimate of receipts was made in the office of the express company and was official, that of Julius Loeb is probably more nearly correct. By the middle of July, 1861, two things concerning the Pony Express were clear: it was operating with clocklike regularity; and it was not paying, and never would pay, even the expense of operation. Majors said of it, "As anticipated, the amount of business transacted over this line was not sufficient to pay one tenth of the expenses, to say nothing about the amount of capital invested."³⁰

The reason is obvious: although the line was a masterpiece of efficiency, it did not receive sufficient support from the public, especially in the East, to make it a financial success. The small number of west-bound letters is proof of that. Although it had wide, enthusiastic publicity in all sections of the country, people did not avail themselves of its services as had been hoped. Russell indeed achieved a world-wide reputation, but the cost was heavy and the results disappointing. About the purpose for which the Pony Express was created, Majors said, "It could not be made a paying institution."³¹

It has often been said that the organization and operation of the Pony Express bankrupted Russell, Majors & Waddell. This is not true, for the company was already overwhelmed with debt before it undertook the mail service. Majors vaguely remarked that it cost them several hundred thousand dollars. In August, 1860, during the Pah Ute (Paiute) War, A. B. Miller wrote Waddell that the expenses on the mail and Pony Express line from Salt Lake City to Sacramento alone could not be less than twenty thousand dollars a month, and that they were in fact double what they should be.³² The probability is that it cost the

²⁹ Julius Loeb, "The Pony Express," *The American Philatelist* (November 1930), pp. 118-119.

³⁰ Central Overland California & Pike's Peak Express Company, Estimate of Receipts and Disbursements; Russell, letter to W. B. Waddell, July 10, 1860; Majors, *Seventy Years on the Frontier*, p. 185; see also Appendix, pp. 208-212.

³¹ Majors, *Seventy Years on the Frontier*, p. 185; Arthur Chapman, *The Pony Express* (New York: A. L. Burt Co., 1932), pp. 81-82.

³² Miller, letter to W. B. Waddell, August 4, 1860.

firm at least half a million dollars. The estimate of receipts and disbursements, doubtless made under Russell's supervision, affords an interesting study in sanguine optimism. Made out primarily for the express company on its half of the line from St. Joseph to Salt Lake City, it shows no estimate of the cost of the Pony Express as a whole.

It has often been said that Russell, Majors & Waddell, prompted by a lofty, patriotic desire to provide a swift means of communication between the East and the West, kept the Pony Express in operation after it had clearly proved it could not be a financial success. If this is true, there is no known statement of record by any one of the partners to that effect. Actually, none of the three ever regarded it as anything more than a legitimate business investment designed to place their firm in a favorable position to compete with the Overland Mail Company when its six-year contract on the Southern route expired in 1863. Majors makes this very clear in his various statements. The partners intended to operate the Pony Express solely as a business undertaking until it was rendered obsolete by the completion of the transcontinental telegraph line. That plan, however, was disrupted by the outbreak of the Civil War and an act of Congress moving the Overland Mail line from the Southern to the Central route. It is, however, no discredit whatever to Russell, Majors & Waddell to say that the Pony Express was conceived and operated purely as a promotional business undertaking which amply fulfilled its purpose.

As mentioned before, Russell succeeded in steering his "schooner," as he called it, past the rocks in 1859; but more, many more, highly dangerous reefs and shoals lay ahead in 1860. The greatest of these was the fact that between January 1 and June 30, 1860, bills amounting to over half a million dollars would fall due. In spite of this tremendous liability, Russell deliberately proceeded to enlarge the debt by launching the Pony Express and improving the stage line to Salt Lake City. On January 3 he wrote Waddell, "We must cut our expenses, and that too right away. Keep nothing going that will not pay expenses or more." No doubt Waddell was glad to read this, for he had on several occasions accused Russell of extravagance.

The establishment of the Pony Express on the Central route was a valuable weapon on the "Battle of the Routes," but it was not enough. What Russell needed next was a contract to carry the regular mail over the same route from Salt Lake City to California. That contract, however, was held by George Chorpenning, who was paid \$130,000 a year for a semimonthly service of sixteen days. On this line he operated ten

stagecoaches. Five weeks after the Pony Express went into operation, the Postmaster General annulled Chorpensing's contract, alleging failure to fulfill it, and awarded it to the Central Overland California & Pike's Peak Express Company. Russell now held a monopoly on all the mail service on the entire Central route from the Missouri River to Sacramento, California; and his position to compete with the Overland Mail Company was greatly strengthened.

Although the financial situation of Russell, Majors & Waddell is considerably blurred by lack of complete records, enough data are available to permit a reasonably accurate overall estimate. One important source of money which Russell counted upon to raise large sums was acceptances written upon the War Department. During the period from April 26 to June 19, 1860, he wrote \$695,000 worth.³³ "As our securities are being cut down and [we have] nothing with which to base a negotiation [in the] east," he said, "... have been casting around to see what we could do."³⁴

By "securities" he undoubtedly meant acceptances, which continued to mature with dreary regularity. The truth is that the market for Russell, Majors & Waddell's "paper" was oversupplied. Bankers and private individuals in both the East and the West who had hitherto readily discounted the company's drafts or accepted them as collateral either declined them altogether or discounted them heavily. Russell's chief method of financing his business enterprises was falling apart.

In casting about for some source of ready cash, he thought of the Central Overland California & Pike's Peak Express Company. "I see nothing left except our Express Company stock," he said. "Send mine to me at New York and I will try and see if it can be used as collateral. Think that \$50,000 might be borrowed on it for twelve months, and if it can be done had better use yours and Mr. M[a]jors' also."³⁵

Whether the express company stock was put up for collateral is not known. In a letter of May 12, Russell said he had \$150,000 to pay the following week. He already had \$60,000 and expected to receive \$40,000 more from Samuel & Allen. During the month of May, 1860, he wrote \$250,000 worth of acceptances and found someone to take them.³⁶

³³ 36th Cong., 2d Sess., *House Report* 78, pp. 345-346.

³⁴ Russell, letter to W. B. Waddell, May 11, 1860.

³⁵ *Ibid.*

³⁶ 36th Cong., 2d Sess., *House Report* 78, pp. 345-346; Russell, letter to W. B. Waddell, May 11, 1860.

During these days of financial distress and gloom, taut nerves, and overstrained temperaments, the smoldering ill feeling between Russell and Waddell dating from the organization of the Leavenworth & Pike's Peak Express Company erupted violently. This time the disagreement was over Superintendent Benjamin F. Ficklin, and it started, it seems, when Ficklin appeared in Washington on May 11 and began talking about making the Pony Express a semiweekly service. Russell quickly vetoed the idea and wrote Waddell to do nothing about it until he came west.³⁷ Apparently Russell had disagreed with Ficklin's management of the Central Overland California & Pike's Peak Express Company and was ready for an open break. Ficklin returned to Leavenworth, leaving Russell in an angry mood. On June 6 Ficklin telegraphed his resignation to Russell, adding, "Send a man for my place damned quick." This message, with its profanity, so deeply offended Russell's sense of propriety and religious sentiments that he telegraphed William B. Waddell, John S. Jones, and Alexander Majors to put J. H. Clute in Ficklin's place immediately.³⁸

On June 9 Ficklin wrote Russell a letter of apology for the language he had used in his telegram of June 6. Russell might have accepted this overture and forgotten the affair, had Waddell not written him a letter containing harsh terms and severe criticism. That letter has not been found, and we know of its existence only from Russell's indignant reply:

Your letter of the eleventh from St. Joe is of such a character I cannot longer consent to represent the Express Company in any shape . . . my stock is for sale, first to the Company, as agreed upon, next to you and Mr. M[a]jors, and if neither of you want it then to any outsider who will pay you cash or secure you to your satisfaction . . . at a value of \$500,000.³⁹

By mid-June the giant economic empire that sprawled from the Missouri River to the Pacific Ocean and southwest to El Paso, Texas, was threatened not only with early financial collapse but also by disastrous internecine strife.

Majors and John S. Jones did not share Russell's attitude toward Ficklin and wanted to retain him as superintendent. Waddell was typically indecisive in the controversy. Sometimes he held the conviction that Ficklin's management of the Central Overland California

³⁷ Russell, letter to W. B. Waddell, May 11, 1860.

³⁸ Russell, telegram to W. B. Waddell, John S. Jones, and Alexander Majors, June 6, 1860.

³⁹ Russell, letter to W. B. Waddell, June 15, 1860.

& Pike's Peak Express Company would be ruinous, while at other times he was sure they could not get along without him. In the end he proposed a reconciliation as the way out of the dilemma. Russell, however, was utterly opposed to any such solution. "'Tis done," he replied:

... socially I cannot, will not in a business sense . . . my resolution is as fixed as the law of the Medes and Persians. . . . One thing is sure and that is unless things can be moved more agreeably between partners I cannot and will not act longer. Would rather see it all sunk with my future prospects than go through such a hell another month.⁴⁰

Greatly alarmed by the situation and aware that none of them could take Russell's place in New York and Washington, Majors, Jones, and Waddell, acting in the capacity of executive committee of the Central Overland California & Pike's Peak Express Company, held a meeting and accepted Ficklin's resignation. Thus one of the threats menacing the welfare of the partners was resolved.

⁴⁰ Russell, letter to W. B. Waddell, June 22, 1860.

CHAPTER TEN

The Bill for Losses in 1857 and the Contract of 1860

Late in 1859 Russell was optimistic about the outlook for the transportation of military supplies in 1860. He was certain the company would be able to use several hundred wagons, perhaps as many as a thousand.¹ By the first of January, 1860, he felt confident that their beef contract would be increased to four or five thousand head. Since the government planned to evacuate Camp Floyd,² leaving only a small garrison to protect emigrants, Russell advised that surplus wagons and other outfits in Utah be sold to the government for the transportation of troops in New Mexico Territory and elsewhere in the West.³

When the army left Camp Floyd, military stores valued at \$4,000,000 were sold at auction for a little more than two cents on the dollar. Flour which had cost the government \$570.00 a ton delivered in Utah sold for \$11.00 a ton. The entire proceeds from the sale did not exceed \$100,000, of which Brigham Young contributed \$40,000. Spare arms and ammunition were destroyed; some of the cannon were exploded and others, which were thrown into wells, were later retrieved by the Mormons and used to celebrate special occasions. For years after the sale, the Nauvoo Legion was clothed in United States Army uniforms, and the foundations for the fortunes of some of the Salt Lake City merchants were laid in this sale.⁴

On April 11, 1860, Captain Stewart Van Vliet, quartermaster at Leavenworth, signed a two-year contract with the partners under the name of Russell, Majors & Waddell for the transportation of military

¹ Russell, letter to W. B. Waddell, November 22, 1859.

² Hubert Howe Bancroft, *History of Utah* (San Francisco: History Co., 1890), p. 575.

³ Russell, letter to W. B. Waddell, January 3, 1860.

⁴ Bancroft, *History of Utah*, p. 576.

supplies to posts on the New Mexico route. This was about two months later than the usual date for signing contracts, but the reason for this delay is not known. The contract provided that the contractors should receive from the Quartermaster's Department at Fort Leavenworth and Fort Riley and the town of Kansas (City) from 100,000 to 5,000,000 pounds of supplies and transport them to Fort Union or any other points on the route. The rate for loadings per one hundred pounds per one hundred miles was as follows: January, \$1.60; February, \$1.60; March, \$1.50; April, \$1.45; May, \$1.40; June, \$1.44; July, \$1.44; August, \$1.50; September, \$1.60; October, \$1.60; November, \$1.60; and December, \$1.60.⁵

Meanwhile, compilation of a bill for losses sustained in supplying the Army of Utah in 1857-1858 was a slow process because the scene of the debacle was so far from Leavenworth and Washington. Besides, such a bill could not be completed until reports by General Johnston and the Quartermaster's Departments at Camp Floyd and Fort Leavenworth were filed. A preliminary eight-page analysis, entitled "Statement of the Claims of Majors & Russell for Transportation, 1857," was prepared and printed under the date of December 7, 1859.⁶ This little-known document presents the basis for the firm's claim against the United States government.

The losses, it shows, were attributable to the fact that a requisition for teams, wagons, and outfits for the transportation of supplies for the Army of Utah was made on Majors & Russell on June 19, 1857. The amount of supplies for which transportation was required was over and above the amount agreed upon under the contract of February 25, 1857. Not only that, but when the contract was made, the contractors did not anticipate that any transportation at all would be required west of Fort Laramie. In addition, the expedition was ordered to take to the field so late in the season that it was impossible for the company to return their oxen even to Fort Laramie, where they could have been subsisted through the winter and would have been accessible for use in 1858. Taking all these things into account, and realizing that the type of service they were called upon to render would be certain to involve them in heavy losses, the partners had informed Quartermaster Thomas L. Brent that they could not undertake to transport more than the amount

⁵ Russell, Majors & Waddell, Contract with Quartermaster Stewart Van Vliet, April 11, 1860.

⁶ The original copy of this document is in the Huntington Library. See Appendix, pp. 213-220.

stipulated in the contract. Under coercion from the Quartermaster, however, and recognizing the overwhelming necessity of the case, Majors & Russell had outfitted themselves and transported more than four and a half million pounds of supplies to Utah in excess of the amount specified in their contract at the rate of only \$14.27 per one hundred pounds—the same rate as to Fort Laramie, six hundred miles closer.

“In any view of the case,” the partners said, “we are entitled to payment for the losses sustained by us, and the extra compensation claimed upon the freight transported by us above the limit of 5,000,000 named in our contract.”⁷ The items claimed as additional compensation were as follows:

Difference between 1857 contract price and cost of transportation of 2,264,013 lbs. of supplies to Utah	\$174,781.80
The same for Fort Laramie	49,679.95
The same for Fort Kearny	3,925.51
<i>Total</i>	\$228,387.26

Furthermore, as the “Statement” truthfully pointed out, the work covered by the contract was essentially an ordinary peacetime operation. When the contract was signed, no one had any idea that an army would be sent to Utah. The contractors maintained that the proclamation of President Buchanan ordering an expeditionary force into the field technically constituted a declaration of war. In a state of war the conditions under which supplies for the army would be transported would be drastically changed. The company’s trains would be forced to travel with the army, subject to its orders and movements. That was exactly what happened, to the detriment of the contractors.

On June 29, 1857, the War Department had issued an order requiring that all provision trains destined for Utah be protected by a military escort. In order to avoid traveling with the troops, Russell had waived this provision and agreed to take the risk of traveling without protection. While the trains were on the road, however, Quartermaster Captain Stewart Van Vliet had taken charge of the advance trains and ordered them to halt at or in the vicinity of Green River. Majors & Russell maintained that because of this order, the government became obligated to protect the trains—which it did not do—and therefore it should make reparation for any resulting damage or losses.

⁷ Majors & Russell, “Bill Against the United States,” February, 1860.

As a result of the lack of proper military protection, three entire trains were captured and destroyed by the Mormons. In addition, a vast number of work oxen, beef cattle, and wagons, as well as other equipment was lost through being compelled to travel with the army. The partners insisted that the government should assume responsibility for its own acts and should not force the contractors to bear the consequences of the war, the official military policy, and the army's own orders. The firm had been in the service of the government and under military direction and orders. Since they had performed their duties to the best of their ability under the circumstances—that is, under wartime conditions in a remote area—it would be an injustice to impose the cost of the disastrous expedition on them.

The itemized bill of losses resulting from the army's actions was as follows:⁸

Wagons destroyed en route and left at Camp Scott	
for want of oxen to draw them	\$48,260.00
1,906 oxen	84,245.20
Outfits for eleven trains	25,696.00
Additional cost for agents, teamsters, etc.,	
during the winter of 1857-1858	35,167.15
Three burned trains	72,007.00
<i>Total</i>	\$265,375.35

The total claim for actual losses and additional compensation amounted to \$493,772.61.⁹

A second analysis was prepared under the title "A Brief Statement of the Claim of Majors & Russell, also the Evidence upon Which It Rests."¹⁰ This document ran to thirty-eight pages and was in part a recapitulation of what had been said in the "Statement of Claims." In addition, it contained affidavits from employees and other persons in support of the company's claims. There was also a copy of the contract of February 25, 1857, and a statement of military stores the firm had transported to Utah by Charles Mundee, a clerk in the Quartermaster's Department at Fort Leavenworth. When completed, the "Brief Statement" was printed and presented to Congress in February, 1860.

⁸ *Ibid.*

⁹ *Ibid.*

¹⁰ Majors & Russell, "A Brief Statement of the Claim of Majors & Russell, also the Evidence upon Which It Rests," MS, Huntington Library. Pp. 1-8. This is the only known copy of that rare document.

The claim lay before that body month after month, with no action taken on it. As late as September 29, 1860, Russell reported that prospects for getting it through the coming winter were good—"if a President is elected by the people."¹¹

Russell's "good prospects" stemmed from his optimistic conviction that a revision of the contract for the transportation of mail to California over the Overland Mail line would be undertaken by Congress in 1860. Having secured the old Hockaday and Chorpenning contracts and organized the Central Overland California & Pike's Peak Express Company and the Pony Express, he believed that the partners were now in a position to wage a vigorous campaign to capture the great prize—the \$600,000 mail contract held by the Overland Mail Company since 1857. With the Pony Express making regular runs both ways on a tight schedule of ten days and with favorable public interest in both California and the East, Russell was justifiably encouraged by the outlook.

Vociferous objection to the Overland Mail route by the public and by supporters of the Central route in Congress at length bore fruit. The report of the Postmaster General for 1859¹² is clear evidence of the turn the "Battle of the Routes" had taken. The report states that although the Overland Mail Company had performed the service with great regularity and within the scheduled time, the contract had proved to be one of the heaviest financial burdens to which the department had ever been subjected. With an expenditure of \$600,000 a year, postage receipts on it had amounted to only \$27,229.94. This meant, the Postmaster General said, that, allowing for such increase as might be anticipated, the department, at the end of six years, would have lost more than \$3,000,000. Anxious to relieve the postal revenues to some degree, he proposed a reduction of the semiweekly service which would have resulted in a saving of \$150,000 a year. Upon referring the matter to the Attorney General, however, he was informed that inasmuch as the mail service had been established by an act of Congress, the Postmaster General had no advisory jurisdiction over it. Therefore he urged Congress to provide a remedy as early as possible. He recommended that, in the event that no compromise could be made with the Overland Mail Company, the cost of the service be charged against the United States Treasury until a railroad could be constructed to the Pacific.

Early in the 1860 session of Congress the Overland Mail question

¹¹ Russell, letter to Samuel & Allen, September 29, 1860.

¹² Postmaster General, *Report*, December 3, 1859.

was introduced. There can be no doubt that Russell had much to do with it. The matter dragged along for weeks, with proposition after proposition being considered in both houses. At length the House passed a bill, which was then referred to the Senate Committee on Post Offices and Post Roads. During the debates on the subject, the Southern route and the Overland Mail Company were subjected to intense criticism. Russell, who was now waging the most desperate battle of his life to prevent the collapse of Russell, Majors & Waddell and the Central Overland California & Pike's Peak Express Company, wrote Waddell that he looked upon the mail contract held by the Overland Mail Company as their only means of salvation.¹³ If they did not get it they were ruined.

On April 11, 1860, Senator William M. Gwin moved to call up the Overland Mail bill.¹⁴ That measure provided a semiweekly service carrying all the mail from the Missouri River to Placerville, California, in twenty days along the line of the Pony Express on the Central route, with a daily mail to Salt Lake City. The cost would be \$600,000. Senator Gwin and his friends argued that the bill ought to be passed at once, because the contract of the Post Office Department for ocean service to California would expire on June 30. The supporters of the bill and friends of the Central route declared that nothing stood in the way of efficient overland service except the Overland Mail contract. Since that was the case, a reasonable indemnity should be paid the contractors and a new contract let. The bill was not taken up, however, and the matter dragged on.

While the members of Congress were wrestling with the various bills designed to solve the problem, Russell was busy with plans of his own. On June 13 he wrote Waddell that he did not think Congress would pass any of the Overland Mail bills then before it. Therefore he was "in treaty" with the Post Office Department for a contract, which he hoped to close that day, to carry mail on the Central route three times a week for \$600,000. Although it would pay very well, it was not as good as he wanted. It would, however, lay a foundation for another contract later on that would pay \$1,200,000. The present contract would require 40 additional coaches, 150 sets of harness, and 200 mules, most of which Russell, Majors & Waddell already had.¹⁵

¹³ Russell, letter to W. B. Waddell, June 22, 1860.

¹⁴ *Congressional Globe*, Senate Proceedings, April 11, 1860.

¹⁵ Russell, letter to W. B. Waddell, June 13, 1860.

Russell was right in his prophecy that Congress would not pass any of the various bills designed to solve the problem. Moreover, the appropriation for the Post Office Department cut off the ocean service. The situation was now worse than it had ever been before. With the discontinuance of the ocean mail, the only communication lines left between the East and the West were the Overland Mail Company on the discredited Southern route and the Central Overland California & Pike's Peak Express Company on the Central route. In view of the strong sentiment in Congress to break the contract with the Overland line and make a new contract to transport all the California mail over the Central route, Russell was certain that the Post Office Department would be freed to negotiate with him. John Butterfield, president of the Overland Mail Company, he said, wrote that he did not dare undertake the huge task, probably because of financial considerations. He would rest upon his contract made by Congress and would not tamper with it before the Post Office Department. "We will certainly get a good thing," Russell declared optimistically.¹⁶

Although Russell was certain that events involving the mail contract would turn out in his favor, he was far from confident about being able to obtain money to meet immediate obligations. "Now is the pinch of the game," he said, "and I fear the results. If we can get along thirty days the rubicon is passed and we are all safe. . . . It would be awful to go down now after so much sacrifice and vexation, and too when we have such good prospects ahead with which to pay out."¹⁷ He had expected to draw \$127,000 mail pay under the Hockaday contract and \$35,000 from another source, but both failed him. He managed to get past June, but the margin was very narrow.

When Congress adjourned without solving the overland mail problem, Russell and the supporters of the Central route redoubled their efforts. Since the ocean mail had been abandoned, Russell added \$300,000 to his offer to the Post Office Department. For \$900,000 he would transport all the mail six times a week on a twenty-five-day schedule. Russell's confidence was based on a plan proposed by Senator Gwin. Earlier in the year he had been led to believe, he said, from conversations with President Buchanan that if Congress failed to pass an overland mail bill he would, if public necessity demanded it, order it done. Gwin wrote the President a letter reminding him of his commitment and stating that the

¹⁶ Russell, letter to W. B. Waddell, June 22, 1860.

¹⁷ Russell, letter to W. B. Waddell, June 29, 1860.

necessity had arisen.¹⁸ That the President would keep his promise was Russell's sole hope of staving off bankruptcy. All of Russell's letters to Waddell at this time contained urgent appeals for larger, much larger, remittances from the negotiation of acceptances or in drafts on the United States Treasury issued by the quartermaster at Fort Leavenworth for transportation services.

Another source from which Russell no doubt hoped to receive money was the claim for losses in Utah in 1857-1858. Secretary Floyd had agreed to pay it, whatever the amount, if the Attorney General ruled that it was valid. The ruling, however, was not favorable, for the claim was never paid. Russell's financial situation in July, 1860, was bleak indeed. The President did not, after all, order mail service on the Central route, and all the money Russell could collect was not sufficient to meet his needs. The plain truth was that his great empire was disintegrating more rapidly than he dared admit.

In the spring of 1860 immigrants to the Pike's Peak gold region thronged both the Santa Fe and the Platte trails. As a consequence, mail to and from Denver carried as express by the Central Overland California & Pike's Peak Express Company became very heavy. When the Hannibal & St. Joseph Railroad was completed, mail from the East to California was routed to St. Joseph, where it was picked up by the express company. Stage coaches were withdrawn from Leavenworth and headquarters moved to St. Joseph. The *Leavenworth Weekly Herald* reported that this action was taken on Benjamin F. Ficklin's orders, without Russell's knowledge or consent.¹⁹ This was probably true, and it undoubtedly contributed to the friction between Russell and Ficklin.²⁰

In July the Postmaster General concluded a contract with E. F. Bruce of St. Joseph to carry the United States mail from that city to Julesburg and back once a week. From Julesburg the Central Overland California & Pike's Peak Express Company carried the mail to and from Denver for the nominal sum of eight hundred dollars a year. The first mail under this arrangement consisted of four thousand letters.²¹ When it became

¹⁸ Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* (Stanford: Stanford University Press, 1949), p. 91.

¹⁹ George A. Root and Russell K. Hickman, "The Pike's Peak Express Companies," *Kansas Historical Quarterly*, XIII (1944-1945), 72-73 n.

²⁰ Russell, letter to W. B. Waddell, May 12, 1860.

²¹ Guckert, telegram to Joseph S. Roberson, July 16, 1860; Root and Hickman, "The Pike's Peak Express Companies," p. 73.

clear that Bruce could not fulfill his contract, it was annulled and another one made, on August 20, with the Western Stage Company, of which E. S. Alvord was president. Since this company had a stage line running from Omaha to Fort Kearny, it now became a dangerous competitor of the Central Overland California & Pike's Peak Express Company for the Rocky Mountain mail business by extending its line from Julesburg to Denver. To make matters worse, the Hinckley Express Company, about the middle of August, established a special express messenger service over the Western Stage Company's line to Omaha. This broke the monopoly the Central Overland California & Pike's Peak Express Company had enjoyed on mail and gold shipments since the opening of the Leavenworth & Pike's Peak Express Company line early in 1859. It reduced their income from fees for letters, which sometimes amounted to \$425.00 a day, and on shipments of gold, which averaged from \$80,000 to \$100,000 a month.²²

In spite of this loss of much needed revenue, the Central Overland California & Pike's Peak Express Company lowered its rates late in July. Passenger fare from the Missouri River was reduced from \$125.00 to \$75.00, and in September the fee on letters was lowered from fifteen cents to ten cents and on newspapers to five cents. After September, fifteen coaches would run triweekly; stage lines into the mountains would be organized; and messengers would be placed on coaches. At this time the company had 906 mules, 439 horses, and 55 coaches in service on the line from the Missouri River to Denver. In November the *St. Joseph Weekly West* reported that on the Salt Lake route the company had about 400 mules and 30 coaches, and on the line to Denver, 850 mules and 80 coaches.²³

When the contract for transporting military supplies in 1860-1861 was signed, Russell, Majors & Waddell thought that requisitions by the Quartermaster's Department for wagon trains would be forthcoming in March, April, and May, as usual. In his negotiations with banks and capitalists in New York, Washington, and elsewhere, Russell made statements and promises based on the assumption that the company would receive large sums in payment for transportation in June and July. Out in the West, Majors and Waddell busied themselves buying wagons, outfits, and oxen and hiring teamsters. Large sums of money which Russell sorely needed to bolster the firm's sagging fortunes in the

²² Root and Hickman, "The Pike's Peak Express Companies," p. 74; Settle and Settle, *Empire on Wheels*, pp. 92-93.

²³ Root and Hickman, "The Pike's Peak Express Companies," pp. 75-76.

East were spent for this purpose. Requisitions for trains to be loaded in April should have been delivered in March, but none came. By this time all of the supplies should at least have been on the road, if not already delivered. The delay was disastrous for Russell, Majors & Waddell. Bills falling due in midsummer remained unpaid; new acceptances had to be issued to replace those that were maturing, and some were being protested. Six hundred thousand dollars' worth of these drafts were written from May 4 to June 19, 1860. In the latter part of July the requisitions began coming through—four months late—and the bulk of the supplies were put on the road in August and September. Because of the War Department's failure to send out supplies early in the spring, the firm's credit was seriously impaired.²⁴

In 1860 Alexander Majors assembled 500 wagons, 2,140 head of oxen, and 100 mules and advertised "Alexander Majors' Great Transportation Line to Pike's Peak." This concern was entirely separate from Russell, Majors & Waddell and the Central Overland California & Pike's Peak Express Company. Freight of every description was solicited for trains leaving Kansas City once a week for Denver, Mountain City, Colorado City, and all points in the mountains. Estimated conservatively, the equipment on his Denver line was valued at \$231,384. He also opened a wholesale and retail outfitting and dry goods store on Main Street between Second and Third streets in Kansas City. Immense stone warehouses mushroomed at the upper end of the levee and were soon filled with freight brought upriver on steamboats. Majors called his teamsters and other employees together in one of the warehouses for a meeting. With almost clerical dignity he read the first Psalm and offered a prayer. Then for two hours he addressed the crowd on the value of moral living and the evils of drinking, card playing, and swearing. When he was through, he gave each member of the audience a Bible.²⁵

It is clear from Russell's numerous letters to Waddell that, because of the hopelessly involved finances of Russell, Majors & Waddell early in 1860, there were grave doubts in the minds of Russell and his partners about the firm's ability to carry out its contract to transport military supplies on the New Mexico route. Thus it appears that on April 19, 1860, the firm signed a subcontract with Alexander Majors to fulfill the

²⁴ Russell, letter to W. B. Waddell, September 29, 1860; 36th Cong., 2d Sess., *House Report* 78, pp. 345-346; *Leavenworth Times*, ca. February 28, 1860.

²⁵ James Sutherland, *Kansas City Directory* (1860-1861), pp. 17, 85; Walker D. Wyman, "Kansas City: A Famous Freighter Capital," *Kansas Historical Quarterly*, VI (1937), 11; W. H. Shipman, *St. Joseph City Directory* (1860).

contract for them at \$9.00 per one hundred pounds, or approximately \$1.20 per hundred pounds per hundred miles.²⁶ Concerning this transaction, Majors simply made the cryptic remark that in the spring of 1860 he bought out his partners and carried on the business of freighting that year in his own name.²⁷ This has been taken to mean that the firm of Russell, Majors & Waddell went out of existence that year, but, as will be shown, such was not the case. For financial reasons the great organization merely sublet to Alexander Majors its contract covering the New Mexico route. By this arrangement, under which Majors supplied his own oxen, wagons, outfits, etc., the firm was relieved of an expense amounting to about \$500,000. Moreover, since the contract price was \$1.60 per one hundred pounds per one hundred miles, the difference between that and the amount paid to Majors under the sub-contract would represent a profit to the firm.

With the signing of the 1860–1861 contract, Leavenworth was abandoned as a starting point for trains on the New Mexico route, and Kansas City was chosen in its stead. A large warehouse on the levee was rented and the steamboat landing enlarged and improved. For this undertaking Majors bought 4,000 oxen, 1,450 wagons, and 140 mules, which represented an outlay of something more than \$500,000. This, added to the \$231,384 he had invested in his own Pike's Peak Transportation Line, made a grand total of more than \$750,000. In the two concerns he employed 1,700 men. He also opened a wholesale and retail outfitting and drygoods store in Denver.²⁸

Requisitions for the transportation of army supplies on the New Mexico route were made on Russell, Majors & Waddell in July and August and turned over to Majors to be loaded at Kansas City. Several

²⁶ Russell, letter to W. B. Waddell, August 5, 1860. Russell said, "We cannot pay him over \$9 if starting in September could get it taken for even a fraction less though I am willing to pay him that." In a letter to Waddell dated September 22, 1860, Russell, in reference to a statement of the assets and liabilities of the firm, says it left "untouched the private estates of the partners, which in the aggregate is large, with but little individual debt, except Mr. Majors on the ordinary prosecution of Russell, Majors & Waddell's contract which he is carrying out."

²⁷ Alexander Majors, *Seventy Years on the Frontier* (Columbus, Ohio: Long's College Book Co., 1950), p. 77. "... in the spring of 1860 I bought out my partners and continued the business in my own name." Majors, Agreement with Russell, Majors & Waddell, n.d.

²⁸ Russell, Majors & Waddell, Contract with Captain Stewart Van Vliet, April 11, 1860; Sutherland, *Kansas City Directory* (1860), p. 17; Bradford, letters to W. B. Waddell, June 19, July 10, 18, and 26, August 9 and 13, November 9, and December 10, 1860, and February 1, 1861.

trains were sent out each week, until by September 20 he had 837 wagons, or 32 trains, on the road. These carried 5,007,686 pounds of supplies and were dispatched to New Mexico, Fort Larned, Fort Wise, and Fort Riley. Russell, Majors & Waddell received \$488,619.94 for transportation in 1860. During the same year Russell wrote \$1,365,000 worth of acceptances, an unknown percentage of which was used to replace those which had matured.²⁹ It is obvious, however, that large sums of money passed through his hands that year.

In New York and Washington, Russell attended to the affairs of Russell, Majors & Waddell as usual and also for subcontractor Majors. In mid-August he bought 100 wagonloads of groceries—about 500,000 pounds—to provision Majors' trains to New Mexico, Majors' stores in Kansas City and Denver, and for R. B. Bradford & Company. This consignment of freight filled 35 railroad cars—enough to make up an entire train. The goods were probably bought with acceptances, and four months' time was allowed the firm for payment of the freight bill to St. Joseph.³⁰ All of this added another large sum to the burden of the already hopelessly involved Russell, Majors & Waddell.

²⁹ Sutherland, *Kansas City Directory* (1860), p. 17. This publication said that Majors had 1,450 wagons and 137 trains employed on the New Mexico route. 36th Cong., 2d Sess., *House Report* 78, pp. 244, 345-346.

³⁰ Russell, letter to W. B. Waddell, August 5, 1860.

How Art the Mighty Fallen!

Three things had conspired together in the first half of the year 1860 to create a financial crisis wholly beyond the control of Russell, Majors & Waddell. They were the organization and operation of the Central Overland California & Pike's Peak Express Company and the Pony Express, the firm's failure to receive the \$900,000 mail contract, and the army's three or four months' delay in making requisitions for the transportation of military supplies on the New Mexico route. Russell found it impossible to meet obligations falling due in midsummer and early fall. On June 30, in a letter to Waddell, he said, "... harried to death about money. Know not where to turn or how it will result."

In the early part of July he went from Washington to New York, hoping that relief might be found there. Some \$200,000 worth of acceptances were maturing the latter part of the month, and he did not have the money to meet them. Half of the company's "paper" maturing at that time, including Secretary Floyd's acceptances, had to lie over one day. Not only was Russell in despair concerning the future of Russell, Majors & Waddell, but he was apprehensive that the acceptances would be protested for nonpayment. If that happened, Secretary Floyd would be forced to resign his Cabinet post. Up to that time the firm had received only \$73,736 for transportation,¹ a small amount indeed, compared to what would have been due if requisitions had come through at the usual time. Russell's stay of a few days in New York was not helpful, largely because Jerome B. Simpson, the agent for Russell, Majors & Waddell, vice-president of the Central Overland California & Pike's Peak Express Company, and Russell's mainstay in the city, was sick in bed.

On his way back to Washington on July 11, Russell encountered by chance Luke Lea, the former commissioner of Indian Affairs and at that

¹ 36th Cong., 2d Sess., *House Report* 78, pp. 244, 334; Russell, letter to W. B. Waddell, July 10, 1860.

time a partner in the Washington banking firm of Suter, Lea & Company.² Luther R. Smoot of Smoot, Russell & Company in Leavenworth was also a member of Suter, Lea & Company. Lea's bank did a large amount of business with Russell; and as a consequence Lea knew a great deal about the business of Russell, Majors & Waddell.³ Greatly disturbed by the situation confronting him, Russell gave Lea a "very full exposition of his business affairs." Among other things, he said that some of Secretary Floyd's acceptances were about to be protested. This caused him great uneasiness, for if that should happen, Secretary Floyd's position in the Cabinet would be jeopardized. In that connection he spoke of the large sum in reparations the government owed Russell, Majors & Waddell, which he said was unjustly withheld; the failure of the Quartermaster's Department to send out military supplies at the usual time; and his inability to collect money from other sources upon which he had confidently relied.⁴

Russell asked Lea if he could lend any assistance. When Lea replied that he could not, Russell then inquired whether he knew of anyone who could. Again Lea replied in the negative. Then Russell said that while in New York he had heard of a man by the name of Bailor who might be able to help him. Lea was not acquainted with anybody by that name but did know a man by the name of Godard Bailey, a relative of Secretary Floyd's wife and a lawyer and clerk in the Department of the Interior, who might be of service in expediting the payment of money due from the War Department. Lea was well acquainted with Bailey, who was, he said, as "poor as anybody" and had no stocks that would answer Russell's purpose. Nevertheless Russell requested Lea to see him as soon as possible, inform him of the Majors & Russell claim against the government and the situation concerning Secretary Floyd's acceptances, and ask him if he could lend any assistance. Lea did as requested; he saw Bailey on July 12 and told him of the situation in regard to the firm of Russell, Majors & Waddell and Secretary Floyd.⁵

Greatly disturbed by what Lea told him, Bailey went to the War Department and asked W. R. Drinkard, chief clerk, what effect protested acceptances would have on Secretary Floyd. Drinkard replied that it would disturb Floyd greatly. He also said that he firmly believed the acceptances would be paid on time, as Russell, Majors & Waddell

² 36th Cong., 2d Sess., *House Report* 78, pp. 45, 49.

³ *Ibid.*, p. 50.

⁴ *Ibid.*

⁵ *Ibid.*, pp. 50, 53, 54, 55, 334-335.

had sufficient money for that purpose due them for transportation. Moreover, he added, Russell had very promptly met all previous ones at maturity, and he was certain that Russell was perfectly responsible. Bailey remarked that he did not know Russell and cared nothing about him but was interested in Secretary Floyd. He had means at his disposal, and if he were satisfied of Russell's responsibility, he would assist him. Since Russell happened to be in the department at that time—whether by chance or not—Drinkard introduced him to Bailey.⁶

Bailey then inquired of Russell whether what Luke Lea and Drinkard had told him about the possible protestation of the acceptances and the likely consequences to Secretary Floyd's career was true. When Russell told him it was, Bailey inquired what amount was necessary to protect the acceptances and when the sum could be repaid. Russell replied that \$150,000 was needed for ninety days. Bailey said that he would help Russell in order to avoid the disgrace of Secretary Floyd and the disruption of army transportation. He had some state securities which he would bring to Russell's room at two o'clock that afternoon. At the appointed time Bailey delivered \$150,000 worth of Missouri and Tennessee bonds, as he had agreed. It is significant that he neither asked nor received any promise of interest, commission, or compensation whatever for their use. In this he set the pattern for future transactions of the same kind. He did, however, stipulate that the individual bonds be returned. Russell gave Bailey a note on Russell, Majors & Waddell for \$150,000, took the bonds to New York, and with the help of Jerome B. Simpson hypothecated them for ninety days or less. The bonds were so heavily discounted that they netted him only \$97,000, but it was enough to pay the maturing acceptances and temporarily relieve the crisis confronting Russell, Majors & Waddell.⁷

Such was the testimony of Luke Lea and W. R. Drinkard before a select committee of the House of Representatives, December 29, 1860, which was investigating the case of abstracted Indian Trust Fund Bonds. In a statement dated January 16, 1861, and presented to the same committee, William H. Russell told substantially the same story. A careful analysis of what the three men said, in the light of contributing circumstances, reveals nothing more than a thoroughly frightened, practically helpless man on the brink of financial ruin appealing to a trusted friend to lend him help. In these straightforward accounts of the origin

⁶ *Ibid.*, pp. 119-120.

⁷ *Ibid.*, pp. 265, 270, 335.

of the tragic affair, and in other documents relating to it, there is not the slightest evidence of a deep, carefully planned conspiracy or plot on the part of Russell or anyone else to defraud the government. Frantic with apprehension, Russell was merely attempting at this time to raise money by legitimate means.

During the month of July, Russell received \$72,482.49 from the War Department for transportation and \$97,000 from the hypothecated bonds secured from Bailey, and wrote \$95,000 worth of new acceptances, a total of about \$263,482.49, less discounts; yet he was still desperately pressed for money. Every letter he wrote to Waddell at this period carried a frantic plea for larger remittances. The reason was that six-tenths of Russell, Majors & Waddell's debts would fall due in August.⁸ In spite of the crisis in the firm's affairs during the first half of 1860, however, heavy investments were made in the Pony Express line. Added to that was the cost of putting the Central Overland California & Pike's Peak Express Company's stage line from St. Joseph and Leavenworth to Denver and Salt Lake City into operation. By the middle of March the express company owed R. B. Bradford & Company \$20,000 for building and equipping the line from Denver to Julesburg,⁹ and the work was by no means completed. Bradford said he was spending "much money" for the express company, which on May 30 owed the Denver store \$12,384.42.¹⁰

With the financial situation eased for the moment, Russell made a hurried trip back to Leavenworth late in July for a meeting of the board of directors of the Central Overland California & Pike's Peak Express Company. At this meeting passenger fares and the fees for carrying letters as express were reduced.¹¹ At this time Russell undoubtedly informed Majors and Waddell of his transaction with Godard Bailey; there was no reason why he should not have done so. At that time the only thing out of the ordinary about it, so far as he was concerned, was the fact that their meeting appears to have been accidental. There is no question that the bonds Bailey loaned Russell saved Russell, Majors & Waddell from bankruptcy in mid-July, 1860, and enabled them to carry on a while longer. During the month of August, Russell

⁸ Russell, letter to W. B. Waddell, July 8, 1860.

⁹ Bradford, letter to W. B. Waddell, March 15, 1860.

¹⁰ Bradford, letter to W. B. Waddell, May 30, 1860.

¹¹ George A. Root and Russell K. Hickman, "The Pike's Peak Express Companies," *Kansas Historical Quarterly*, XIII (1944-1945), 75.

collected only \$32,889.31 from the War Department, but he wrote \$235,000 worth of acceptances.¹²

It seems likely that in normal times and under normal circumstances Russell would have safely steered the affairs of the company through the crisis. But neither the times nor the circumstances were normal. Politically, the nation was threatened by an open rift between the North and the South. The presidential campaign of 1860, one of the most hotly waged in American history, was in progress. The nation was no longer "one indivisible" but was already "a house divided against itself." North and South had drifted apart, and there was little hope of reconciliation. By midsummer, 1860, the commercial and economic structure of the distraught nation was beginning to totter. Banks were calling in loans, industries were curtailing production, and the flow of capital was retarded, while stocks and securities dropped sharply.

Russell was financially vulnerable, because more than half the bonds he had secured from Godard Bailey were Missouri bonds that had been issued to build railroads. The others were bonds of the State of Tennessee. With various southern states threatening secession openly and the position of Tennessee and Missouri in doubt, the value of the states' obligations declined disastrously. As a result, those holding the bonds as collateral demanded additional security, on the threat of selling the bonds. This demand presented Russell with yet another crisis—he had no money to deposit with the holders of the bonds.¹³

Russell went to Washington in September to see Bailey and told him bluntly that he was still financially embarrassed and that some of the holders of the bonds were threatening to sell them. Greatly alarmed, Bailey revealed, for the first time, the ownership of the bonds. They constituted a part of what was known as the Indian Trust Fund, representing unpaid annuities to various Indian tribes. They were held in trust by the Department of the Interior, and Bailey was merely the custodian of them. Therefore those identical bonds had to be redeemed. "The disclosure," said Russell, "completely overwhelmed me. It added entanglement to embarrassment. I saw instantly, and with intense reality, how difficult it would be to extricate myself from my unfortunate dilemma."

Russell's statement that he had previously had no knowledge concerning the true ownership of the bonds should not be discredited.

¹² 36th Cong., 2d Sess., *House Report* 78, p. 346.

¹³ *Ibid.*, pp. 335–336.

Corroborating Russell's story, the Washington correspondent of the *St. Louis Tri-Weekly Republican* reported that both Bailey and Secretary of the Interior Jacob Thompson declared that Russell knew nothing about the true ownership of the bonds when he took the first lot.¹⁴ That Russell was an indiscreet speculator, even reckless at times, cannot be denied; but there is nothing in his previous dealings which would brand him as dishonest. He was highly regarded as a trustworthy, responsible financier and businessman in the East, as well as at home in Missouri and Kansas. Certainly he could never have created the vast economic institution of Russell, Majors & Waddell without enjoying a widespread reputation of dependability. When he took the first lot of bonds, he naturally supposed, as any other businessman would have done, that Bailey had a legal and moral right to lend them.

Bailey's case is a different matter. He knew who owned the bonds, and he knew also that he had no right to appropriate them to his own use or lend them to Russell. What, then, was his motive for involving himself in a criminal act from which he expected nothing in return? That question was answered by Luke Lea and W. R. Drinkard in their testimony before the House select committee. Both quoted Bailey as saying he was helping Russell in order to prevent Secretary Floyd's acceptances from being protested, which would ruin the Secretary and force his retirement from the Cabinet.¹⁵ Russell made a similar statement. Naive in spirit, and feeling obligated to Secretary Floyd for having got him a position in the Department of the Interior, Bailey presented a strange, quixotic, impulsive figure throughout the whole unfortunate affair.

From the disclosures that Russell and Bailey made to each other, it was plain to both that they were in serious trouble. As one often does under such circumstances, Bailey began to rationalize the situation in which they had placed themselves. A lawyer by training, he immediately proceeded to build a case for their defense. Russell reported Bailey's having said that "his letting me have the bonds was only the use of the means of one department to protect the credit of another; that it was not a criminal act, but a mere breach of trust, on his part; and that on mine, it was certainly not a criminal act."¹⁶ No attempt is made to argue the subtle legal technicalities of Bailey's summation of the case,

¹⁴ *Ibid.*, pp. 259, 336; William H. Russell, "The Indian Trust Bonds and Acceptances," *St. Louis Tri-Weekly Republican*, April 4, 1861.

¹⁵ 36th Cong., 2d Sess., *House Report* 78, p. 336.

¹⁶ *Ibid.*

but Bailey was right in saying there was no criminal intent on Russell's part up to that point.

Russell justified his action as follows:

Driven by necessity of protecting the bonds already given me, and extricating ourselves from the embarrassments surrounding us, and having acceptances of the Secretary of War exceeding \$300,000 then about to mature; relying confidently upon the government and my own resources for the means to protect all the bonds I might receive; and being persuaded that the act on my part was not criminal, although I did not then, and do not now, think it was fully justifiable; and being desirous to protect Mr. Bailey in what he had done, and the credit of the War Department; and knowing that if I failed to protect these bonds and acceptances, the credit of our firm would be entirely destroyed, our transportation thereby defeated, and the supplies of the army cut off, I did accept from Bailey additional bonds, to the amount of \$387,000 at par, upon the same terms and conditions upon which I had received the former ones.¹⁷

Although Russell was innocent of any conscious complicity where the first lot of bonds was concerned, he accepted from Bailey, with full knowledge that in so doing he was guilty of embezzlement, a second group of Missouri, North Carolina, and Florida bonds worth \$387,000. In place of the Russell, Majors & Waddell note for \$150,000 that he had given to Bailey for the first bonds, he substituted another note, for \$537,000, the face value of both lots.¹⁸ This time Bailey requested that the bonds be returned before his term of office expired on March 4, 1861.

Russell took the second group of bonds to New York, where he and J. B. Simpson attempted to raise money on them. The Missouri and North Carolina bonds were readily accepted—at a heavy discount—but the Florida bonds were unanimously rejected. Among those who accommodated Russell by accepting the bonds were Lee, Higginson & Company; the United States Trust Company; E. S. Darling & Company; the Bank of the Republic; the Shoe & Leather Bank; and others with whom he had been dealing for a long time. Since he could not use the Florida bonds, Russell returned them to Bailey and received negotiable ones in their place.¹⁹

Of this transaction Russell made the following statement:

When I discovered that the bonds I had borrowed and hypothecated [the first lot] belonged to the Indian Trust Fund, I would have freely given the

¹⁷ Russell, "The Indian Trust Bonds."

¹⁸ 36th Cong., 2d Sess., *House Report* 78, pp. 275–280, 336.

¹⁹ *Ibid.*, p. 374.

whole of this large claim [\$493,772.61 for losses in Utah], and everything I was worth besides, to have been able to restore them. . . . In the stress of my difficulties, I was in no condition, and as I have said before, had no time to weigh the responsibility on the one hand of wrecking our firm, discrediting the War Department, and permitting the hypothecated bonds to be sold beyond my reach, against that on the other hand of accepting more bonds with which to protect those that I had already used, until Congress should authorize the Department to pay us our dues.²⁰

Instead of relieving him, however, the second lot of bonds only sank Russell deeper into the morass. The shadow of civil war drove all classes and kinds of securities lower and lower. Financial embarrassment confronted every business in the country. Russell wrote:

I saw that I was in imminent peril. I had received the second lot of bonds . . . under the force of circumstances which I was utterly unable to control. I did it as I now most solemnly aver—with as pure motive as ever moved an honorable man. . . . The thought shot through me like a flame. My misfortune assumed an altitude and expansion that shut out all hope for the future. I would have given the world if I had never engaged in the service of the government, by whose direct agency, in withholding our just dues, my embarrassments were first brought upon me.²¹

On September 29, after he had tried and failed to resolve the situation with the second lot of bonds, Russell wrote Samuel & Allen a long letter from New York:

I have failed in my negotiations to the extent required to carry the immense business and interests of Russell, Majors & Waddell to a successful realization and termination and enabling them to take up some \$70,000 under protest, and meet all future engagements will require a loan or renewal of four hundred thousand dollars. . . . with this sum they can be sustained, and not only so, be the means of sustaining a vast number of debtors to banks and bankers in St. Louis and upper Missouri. If as you (and many in St. Louis) very well know, Russell, Majors & Waddell are forced or allowed to suspend it will tie up for one year a large amount of their indebtedness and seriously if not ruinously affect a large number of traders, merchants, and others on the frontiers even though they may not be a debtor to the parties or they our bondsmen. A suspension of our house . . . would result in tying up within thirty days a million dollars or more and prove very disastrous.

²⁰ Russell, "The Indian Trust Bonds."

²¹ *Ibid.*

To further complicate Russell's unhappy situation, James T. Soutter, president of the Bank of the Republic in New York, through whom Russell had formerly conducted most of his negotiations, had suffered a breakdown in health in March, 1860, and left the city. This forced Russell to make new connections with men who were not familiar with Russell, Majors & Waddell and the transportation of military supplies. On September 28 Russell visited Soutter and was given the welcome assurance that Soutter would loan him \$100,000 on his own account. Russell also approached Pierce & Bacon of Boston, who loaned him an additional \$100,000, thus increasing the amount of his indebtedness to that house to \$175,000. These two transactions were conditioned upon the firm's raising \$200,000 in St. Louis and the West.²²

On September 29 Russell telegraphed Samuel & Allen to call a meeting of the representatives of St. Louis banks and private bankers holding Russell, Majors & Waddell's and Secretary Floyd's acceptances, explain the situation to them, and ask for loans amounting to \$200,000 by November 10. His request was granted, and another crisis was resolved. In August and September he received \$1,198,943.34 in loans, pay for transportation, Secretary Floyd's acceptances, and bonds from Bailey. This was in excess of company receipts from express, mail, and passenger service on the Central Overland California & Pike's Peak Express Company lines. Russell was now confident that the affairs of Russell, Majors & Waddell were in a manageable condition and that all would be well.

But he was mistaken again. The financial condition of the country grew worse by the day, and a near panic swept Wall Street. Although Russell was sanguine as usual concerning the prospects of "paying out," as he called it, his partners in Missouri did not share his optimism. They knew he had secured a large amount of bonds to use as security for loans, but they did not know that they had been embezzled from the Department of the Interior. They were not the kind of men to tolerate such a transaction in their name. What they would have done if they had known can only be surmised, but they certainly would have taken vigorous, appropriate action.

Although Russell was unable to see that Russell, Majors & Waddell had reached the end of the road, Majors appears to have been fully aware of it. Indeed, he was so certain of it that, realizing the catastrophic effect the suspension of the firm would have on his private interests and

²² Russell, letter to Samuel & Allen, September 29, 1860.

business, he made to Alexander W. Street on October 17, 1860, a deed of trust covering all his property.²³ The first-named beneficiaries were seven individuals who held his notes for \$16,167.56. One of them was Jerome B. Simpson, who had endorsed acceptances and notes of Russell, Majors & Waddell and the Central Overland California & Pike's Peak Express Company to the amount of \$5,000. Total liabilities under this deed of trust were \$37,167.56. The assets, the value of which was not estimated, consisted of 2,572 acres of land in Jackson County, Missouri; forty acres in Johnson County, Kansas; eighty-five lots in Shawnee, Kansas; a half-interest in nineteen other lots in Shawnee; forty lots in Olathe, Kansas; thirteen lots in Kansas City, Missouri; and his interest as a shareholder in the West Kansas City Company. Also included were nine slaves—seven men and two women—his personal property on three Jackson County farms, consisting of sixteen mules, sixteen cows, four horses, six wagons, twelve work oxen, eighteen plows, one reaper, and other farming implements.

A second deed of trust, dated October 19, 1860, also named Alexander W. Street as trustee for thirty individuals and firms as beneficiaries who held his notes, drafts, and acceptances in the amount of \$40,035.77. In addition, Majors included nineteen firms which held \$7,794.45 worth of open accounts against him. The total liabilities under the two instruments were \$84,961.78. The second deed of trust was secured by the same assets mentioned in that of October 17.²⁴

About this time Majors, Russell, and Waddell signed a contract rescinding that of April 9, 1860. Since no copy of it has been found, much that one would like to know about it is obscure. It is certain, however, that Majors surrendered his subcontract so that he and his partners in Russell, Majors & Waddell might be placed in the same position as they were before it was made.²⁵ Just why this was done is uncertain and subject to speculation.

Russell's confidence that he would be able to halt the inexorable drift of Russell, Majors & Waddell toward doom proved to be without foundation. Jerome B. Simpson, on whom Russell had leaned heavily for raising money with Secretary Floyd's acceptances and the Indian Trust Fund bonds, saw the approaching catastrophe and, having sunk \$5,000 or more of his own funds in the disintegrating institution,

²³ Majors, Deed of Trust to Alexander W. Street, October 17, 1860.

²⁴ Majors, Deed of Trust to Alexander W. Street, October 19, 1860.

²⁵ Majors, Agreement with Russell and Waddell, n.d.

appealed to Russell for protection against possible loss. On October 31, 1860, Russell, Majors & Waddell addressed a letter to him, binding themselves to give him preference over all other general creditors in the event of the failure of the firm.²⁶ Majors had already done this in his assignment of October 17, 1860. It is very doubtful that Simpson was, at this time, aware that Russell had no right to the Indian Trust Fund bonds which he had diligently labored to raise money on.

Day by day Russell's position, as well as the whole commercial and economic structure of the nation, rapidly deteriorated. Since Russell did not return any of the bonds, Bailey became alarmed and wrote him several notes urging him to do so. About December 12, Russell went to Washington and on the following day sent for Bailey to come and see him. With brutal frankness he disclosed the fact that Russell, Majors & Waddell was on the brink of ruin, and that the bonds already hypothecated were about to be sold at a sacrifice by their holders. Still believing in his own invincibility, Russell proposed that all the bonds be sold and bought back when they reached their lowest level. That was the best way to redeem them, he said. In addition, some of Secretary Floyd's acceptances which were maturing had to be taken up to protect his own credit and that of the War Department. In order to handle the emergency, more bonds—\$350,000 worth—would be required. Bailey agreed to furnish an additional \$333,000 worth on the condition that Secretary Floyd's acceptances drawn against the transportation account for the full face value of the entire amount of bonds—\$87,000—be deposited with him. Russell gave him \$735,000 worth of acceptances at that time and \$135,000 later.²⁷ He took the new lot of bonds to New York and began selling them.

Apparently, however, Russell overlooked one angle of the dangerous and illegal transaction—what Bailey could, or might, do to upset everything. Bailey had taken the fateful initial step in July with full confidence in Russell's integrity and ability to restore the \$150,000 worth of abstracted bonds within ninety days. That confidence had been badly shaken in September when Russell confessed his inability to redeem them and requested \$387,000 worth more. Still convinced of the truth of Russell's insistence upon the solvency of Russell, Majors & Waddell, and sure of Russell's ability to extricate them from the awful pit into which they had fallen, Bailey had plunged in deeper. Russell had received the bonds, but Bailey's faith in him and his promises had begun

²⁶ Russell, Majors & Waddell, letter to J. B. Simpson, October 31, 1860.

²⁷ 36th Cong., 2d Sess., *House Report* 78, pp. 276–278.

to waver. When Russell came back in the latter part of November with the same story, the same promises, and a fantastic plan for resolving his firm's dilemma, Bailey, knowing nothing better to do, gave him \$333,000 more bonds.²⁸

²⁸ *Ibid.*, pp. 28, 276-278, 336-337.

CHAPTER TWELVE

“*Everlasting Disgrace*”

A few days after turning the last lot of bonds over to Russell, Bailey lost all confidence in Russell's ability to carry out his promises. So deep was his despair that on December 1, 1860, he wrote a full confession of what he had done and listed the numbers of the bonds he had taken.¹ He gave the list to Charles G. Wagner, chief clerk in the Census Bureau and a close relative, with the request that it be given to Secretary of the Interior Jacob Thompson five days before he retired from office, that is, five days before March 4, 1861. Thinking it pertained to Bailey's resignation at that time because of the approaching change of administration, Wagner made a memorandum concerning the list and placed it in his desk.² There it remained until December 22, when Bailey instructed him to deliver it as soon as Thompson returned from a trip to North Carolina.³

At about the same time Bailey called upon his friend, Senator H. M. Rice of Minnesota, confessed that he had taken the bonds, and asked for advice about what to do. Rice told him to tell Thompson everything, make no attempt to escape, and take the consequences, as he alone was to blame for the whole difficulty. On December 19, Bailey wrote Secretary Floyd a letter confessing what he had done, and requested that the letter be burned. On the morning of December 22 he went to see Floyd, who told him the appropriation of the bonds would have to be made public. He would wait, however, until the return of Secretary Thompson, who was expected that day. Bailey departed, went to Wagner's office, and left a note instructing him to deliver the letter to Thompson immediately upon his return. Then he went home, packaged the acceptances and Russell's receipt for the \$870,000 worth of bonds he had received, and delivered the package to Senator Rice's home with the

¹ 36th Cong., 2d Sess., *House Report* 78, pp. 28, 257.

² *Ibid.*, p. 28.

³ *Ibid.*

request that it be given to Thompson at the earliest possible moment after the Secretary's return.⁴

Rice returned the package to Bailey, saying that it was improper for him to hold it. He asked permission to deliver it immediately to President Buchanan, and Bailey consented. Rice took the package to the White House and gave it to the President, who opened it immediately. While they were discussing the matter, Secretary of State Jeremiah S. Black and Attorney General Edwin M. Stanton came in, and a short time later they were joined by Secretary Thompson, who had just returned.⁵ After a considerable discussion of what should be done, it was decided to check the bonds in the Indian Trust Fund first to see whether more than \$870,000 worth had been taken. Attorney General Stanton and Secretary Black went directly to the Department of the Interior, while Rice and Thompson went to get Bailey. When the bonds were counted all were there except the \$870,000 worth given to Russell. Bailey sent for Luke Lea to come to Thompson's home, where they were joined by Secretary Black. Rice left the men together there.⁶

Although it was Sunday, President Buchanan called an emergency meeting of the Cabinet on December 23 and questioned Bailey all night. Bailey made a clean breast of the affair and explained why he had taken the bonds, but he refused to divulge the name of the man who had first told him that Secretary Floyd would be forced to resign from the Cabinet if his acceptances went to protest. This, Bailey later said, caused the members of the Cabinet, who had been sympathetic at first, to become prejudiced against him. On the morning of December 24, Secretary Thompson ordered the arrest of Bailey and Russell.⁷ Bailey, who had promised Senator Rice that he would not try to escape, was taken into custody at his home and placed in the Washington jail. His bond was set at five thousand dollars.

Meanwhile, early in December, Russell was in New York promoting the business of selling the bonds he had received from Bailey. "Such a state of things as we have here was never before known," said Russell, "not even in the Revolution. I have arranged, however, to get some more money and will do all in my power to relieve those protests and others of last and this month, and take care of in some shape debts due balance

⁴ *Ibid.*, pp. 356, 357.

⁵ *Ibid.*, p. 357.

⁶ *Ibid.*, p. 68; Thomas P. Akers, letter to W. B. Waddell, December 26, 1860.

⁷ 36th Cong., 2d Sess., *House Report* 78, p. 34.

this month, January and February. . . ."⁸ Five days later he added, "The condition of our country is awful. How it will end God only knows. If in Civil War, our friends think we are in a good position to meet it. If troubles are settled and confidence restored, we can go on without trouble and wind up to great advantage. I really fear the worst."⁹ Although he was apparently meeting with success in disposing of the Indian Trust Fund bonds, the picture of a distracted nation moving toward dismemberment and war throttled his usual spirit of optimism.

Russell also wrote Waddell that Jerome B. Simpson had suffered a loss of health, in consequence of which his physician had ordered him to south France for two or three months. Simpson could not eat, had lost weight, and was suffering from diarrhea; it was feared that he would not live. He had been ill in August and September and should have gone to bed then, but knowing it would have meant the ruin of Russell, Majors & Waddell, he would not do it. With his leaving now, the burden of the New York office would fall entirely upon Russell. In anticipation of Simpson's departure, accounts were being made up to determine how he stood with the firm.¹⁰

If Russell had any fears that Bailey would reveal their transactions, there is no evidence of it. Engrossed in selling the bonds and balancing Simpson's accounts, he apparently thought everything was safe in Washington. At this moment one Robert W. Latham stepped into the scene at the capital. He had come to Washington as attorney and private agent of Secretary Floyd in 1855 and had continued in this capacity until May, 1859, when, because of a "very bad falling out," he had quit his job. On December 20 he called upon Secretary Floyd, who was ill at his home. Latham apparently knew nothing about the abstracted bonds at that time, and Floyd, who had received Bailey's letter written the day before, knew only that Bailey had let Russell have a large amount of bonds. Bailey's letter had told neither the exact amount of the bonds nor their source. At this time Floyd merely asked Latham whether Bailey had any Indian Trust Fund bonds in his custody in the Interior Department, to which Latham replied that he did not. When Floyd inquired about what dealings Bailey and Russell could have, Latham suggested that they might be speculating in Indian lands. There the conversation ended.¹¹

⁸ Russell, letter to W. B. Waddell, December 16, 1860.

⁹ Russell, letter to W. B. Waddell, December 21, 1860.

¹⁰ *Ibid.*

¹¹ 36th Cong., 2d Sess., *House Report* 78, pp. 95, 217, 219, 226.

The following day Latham returned to tell Floyd that he was going to New York. The Secretary replied that there was a "great difficulty on account of Bailey and Russell," and requested that Latham see Russell and get him to come to Washington as soon as possible. Latham left Washington at 6:00 A.M. on the morning of December 22. Meanwhile, Secretary Floyd instructed W. R. Drinkard to telegraph Russell that he should meet Latham at Pier No. 1 on the arrival of the Amboy boat on the twenty-second. Russell met Latham as directed and for the first time learned that Bailey had told of the transaction between them. On Monday morning, December 24, Latham went to Russell's office, where Russell and Jerome B. Simpson were working. Not long after Latham's arrival, a United States marshal entered and arrested Russell.¹²

Russell was taken immediately to Washington and placed in jail. His bond was set at \$500,000, a sum which he said "exceeded anything ever before known in the judicial proceedings in the civilized world." Friends in the West came to his relief and proffered security amounting to millions of dollars, but the bond was rejected because the proposed bondsmen were not residents of the District of Columbia. Two hundred thousand dollars of the required amount would have been accepted from them, but Russell could not raise the remaining \$300,000. Since he could not meet the bond, he was remanded to jail, where he remained until the bond was reduced. Both Russell and Thomas P. Akers said that "public sentiment forced the Administration" to make the reduction.¹³ Upon his release, Russell returned to New York.

In his letter to Waddell on June 19, 1860, in speaking of the possible suspension of Russell, Majors & Waddell, Russell had said:

... a failure to meet our paper, and especially that accepted by the War Department, I knew would end in our everlasting disgrace, one from which we could (nor can we) never rise even after we have paid up the last dollar for which we might be liable. . . . 'Tis our reputation, our honor, that latter I hold dearer than life, that now sustains and prompts me. . . . I am now stimulated by the sole desire of saving our sinking fortunes, and more especially our honor.

Both honor and fortune were gone now, and by his own premeditated, desperate acts. That "everlasting disgrace" from which he could never

¹² *Ibid.*, pp. 126, 226, 227, 229.

¹³ Thomas P. Akers, letter to W. B. Waddell, December 26, 1860; William H. Russell, "The Indian Trust Fund Bonds and Acceptances," *St. Louis Tri-Weekly Republican*, April 4, 1861.

hope to rise was now a grim reality. His own hand had brought his house down upon him.

The news of Russell's arrest and the exposure of the bond theft created a sensation, not only in Washington, New York, Boston, and elsewhere in the East, but throughout the entire country. Newspapers extracted the last ounce of news value from it, applied harsh names to Russell, and carried the story of his disgrace to the farthest corners of the land. On December 26, two days after Russell's arrest, Thomas P. Akers wrote Waddell a letter in which he voiced the reaction of Russell's friends in Washington:

Before this reaches you, a thousand contradictory rumors will have gone abroad in regard to the arrest and, as I think, malicious imprisonment of Mr. Russell. It is important that his friends should know precisely his true situation and alleged offence, to the end that he may not suffer on account of false and slanderous reports. To this I propose to give you a brief history of the transaction, which has been seized upon by a doomed administration and thrust before the country with many a false coloring in the hope of diverting from their own heads the gathering wrath of an indignant people, whose pockets they have plundered of millions of dollars, and whose government they are at this moment permitting to tumble about their ears.

Akers said that Bailey had sought out Russell at Secretary Floyd's instigation and had promised him a pardon, for the purpose of ruining him. The course of the prosecution, he added, fully sustained this view. He further declared:

This act of flagrant injustice has been traced to the President, who seeks to screen the deformities of a rotten and falling administration by offering up Mr. Russell as a victim of popular clamor. . . . If it were possible to drag to the light the doings of this administration the evidence would be as clear as noonday that the President and his pliant Cabinet ministers have deliberately spread their meshes to entangle and then victimize Mr. Russell.

This emotional outburst may be taken as indicative of the attitude of Russell's friends in Washington and in the West. An editorial in the *Liberty Tribune* on April 12, 1861, laid the primary blame for the firm's condition on the government because of its negligence in adjusting Russell, Majors & Waddell's claim for losses in Utah in 1857. It concluded that "the acceptance of these bonds, the property of the government which was withholding its dues from him, was similar to the act of a detaining by a creditor the property of a debtor which had fallen into the creditor's hands." The fact that the government was

merely the custodian, not the owner, of the bonds and that Russell had obtained them by illegal means was overlooked by many people who exonerated Russell of any criminal action. The accusation that he was the victim of a conspiracy was so widely circulated and accepted that the historian Hubert Howe Bancroft adopted it in his *Chronicles of the Builders*. He said Russell "fell into difficulty, if indeed, it were not a trap set for him by the friends of the Southern Route. . . . He was induced to take \$830,000 in bonds of the Interior Department, as a loan, and giving as security acceptances on the War Department furnished him by Secretary Floyd."¹⁴ Akers and other loyal friends of Russell may perhaps be excused for picturing him as the victim of ruthless political conspiracy, but they were mistaken, as was Bancroft with his "trap" theory. Russell himself never made any such claim.

On December 24, the day of Russell's arrest in New York, Representative John Sherman of Ohio, at the request of the Secretary of the Interior, introduced a bill in the House calling for the appointment of a select committee to investigate the relations between Bailey and Russell and the missing bonds.¹⁵ The measure passed, and a committee of five members was chosen, with Isaac Morris of Illinois as chairman.¹⁶ The first session of the committee was held on December 29, 1860, and the first witness called was Secretary Jacob Thompson, who officially verified the fact that Godard Bailey had given \$870,000 worth of Indian Trust Fund bonds to Russell and read Bailey's confession into the record. The next witness to testify was Luke Lea, who explained at length how he had met Russell on a train from New York, what was said between them, and his part in bringing Russell and Bailey together.¹⁷ Secretary Floyd, who had resigned his office at the request of the President on December 22, testified before the committee on December 31, 1860, and the following day, and was recalled on January 3.¹⁸ Luther R. Smoot was also before the committee on January 3, and William R. Drinkard on the fourth.¹⁹

¹⁴ Hubert Howe Bancroft, *Chronicles of the Builders* (San Francisco: History Co., 1891-1892), VII, 323; *Liberty Tribune*, "Mr. Russell's Defence," April 12, 1861.

¹⁵ 36th Cong., 2d Sess., *House Report* 78, p. 21.

¹⁶ *Ibid.* The other members of the committee were Roscoe Conklin of New York, Thomas S. Bocock of Virginia, J. Morrison Harris of Maryland, and Charles Case of Indiana.

¹⁷ 36th Cong., 2d Sess., *House Report* 78, pp. 45-76.

¹⁸ *Ibid.*, pp. 76-102.

¹⁹ *Ibid.*, pp. 102-132; Robert M. Hughes, "Floyd's Resignation from Buchanan's Cabinet," *Tyler's Quarterly and Genealogical Magazine* (January 1921), pp 73-95.

Russell voluntarily appeared before the committee on January 11, 1861.²⁰ Chairman Morris explained to Russell that he was under criminal prosecution and that the committee would not force him to answer any questions. Russell could answer voluntarily if he wished but was within his rights in withholding his answers. In reply Russell said:

I am anxious to make a full statement in regard to the bonds. I claim to be an honest man, and would prefer to make out a statement of the whole transaction in writing, and have you spread it at length on your records. I ask that as a favor from the Committee. I am under criminal prosecution, and think it is due me, that I should be permitted to make a full statement, though I do not fear the result of criminal prosecution. If the Committee prefers the statement made verbally I will make it that way.²¹

After a short period of questioning, during which Russell acknowledged the receipt he had given Bailey for the \$870,000 worth of bonds, he renewed his request for time to submit a written statement. The committee acceded to his request and told him to take as much time as he required.

He reappeared before the committee on January 18 with the written statement, dated January 16. The document, he said, was prepared by himself and two attorneys. The committee questioned Russell closely and at length on both the bond matter and the acceptances endorsed by Secretary Floyd. Although under criminal prosecution and not compelled to testify at all, he was amazingly frank about the whole matter. He admitted taking the bonds and securing acceptances endorsed by Secretary Floyd, but he gave little information concerning who held them. This, he said, was due to the fact that Jerome B. Simpson had negotiated most of the transactions. Russell did appear reluctant and evasive on occasion; and when asked if he had ever paid any person a consideration or made any gifts for services rendered him in connection with his business with the War Department, he declined to answer and asked permission to consult his counsel before giving his final reply. Thereupon the examination was temporarily suspended.²²

Russell again appeared before the committee on January 23; and when he again asked permission to consult his counsel, the request was granted. On the twenty-fifth he returned and requested the presence of counsel to advise him from time to time as the occasion might require. Chairman Morris said that the committee wanted to know whether

²⁰ 36th Cong., 2d Sess., *House Report* 78, pp. 232-235.

²¹ *Ibid.*, p. 232.

²² *Ibid.*, pp. 263-288, 333-338.

Russell wished the testimony he had already given to become a part of the record or to be stricken out, whether he wanted the examination to proceed, and why he desired the presence of counsel. Russell replied that he was willing for the examination to proceed but that he desired the presence of counsel to advise him from time to time. He then handed the Chairman a written answer to the earlier question concerning whether he had paid anyone for assistance in his business with the War Department.²³ That was his last appearance before the House select committee, and the committee adjourned on February 8.

In his report to the House of Representatives, Chairman Morris said that Russell's statements were rambling, vague, and unsatisfactory and that Russell showed utter ignorance of the details of his business and displayed an incapacity or unwillingness to discuss his affairs. Jerome B. Simpson, an important witness, could not be found. It was therefore concluded that he had "absconded or concealed himself to avoid the responsibility of his acts, and appearance before the Committee or Courts."

"Luke Lea," said Chairman Morris, "was both an artful and unwilling witness, who had to be pressed with great pertinacity to induce him to disclose what he knew . . . his answers were designed to relieve him of all suspicion of complicity." Morris also reported that Secretary Floyd, in his failure to keep an accurate account of the acceptances he had endorsed, was guilty of "recklessness in his official conduct . . . inattention, and ignorance of the details of his affairs."²⁴

A grand jury for the District of Columbia took up the question of the abstracted bonds in January, 1861. Witnesses called to testify were Secretary Jacob Thompson; Richard Irvin, corresponding clerk in the War Department; General Joseph E. Johnston, who had succeeded Quartermaster General Thomas S. Jesup; Luke Lea; Joseph A. Williamson, assistant appeals clerk in the War Department; Henry Beard, clerk in the Department of the Interior; and William A. Gordon, occupation unknown.²⁵

On January 29, 1861, the grand jury found a true bill against Godard Bailey, William H. Russell, and Secretary John B. Floyd on four counts and indicted them for conspiracy to "combine, confederate and agree together by wrongful means to cheat, defraud, and impoverish the

²³ *Ibid.*, pp. 291, 294.

²⁴ *Ibid.*, pp. 4, 5, 10, 12, 16, 18.

²⁵ *United States v. Godard Bailey and William H. Russell*, January 29, 1861; Robert M. Hughes, *Harper's Weekly*, January 25, 1861.

United States" by removing \$870,000 worth of coupon bonds from the Department of the Interior on December 10, 1860. Floyd was also indicted for malversation in office. On the same day, Bailey and Russell were indicted for larceny and abstraction in removing and carrying away the bonds. It was also charged that Russell did "fraudently and feloniously incite, move, procure, aid, counsel, hire, and command . . . Bailey to commit the . . . abstraction." He was further indicted for having received stolen property.²⁶

The indictments were immediately presented to the United States Criminal Court of the District of Columbia by U.S. Attorney Robert Ould. The first move by Russell in his defense was to file with the court a plea that he ought not be prosecuted under the indictment because he had already testified before the select committee of the House of Representatives on the charges alleged in the indictments. This, he pleaded, was covered by an act of Congress of January 24, 1857. When his case was called, his attorney, William W. Merrick, presented a demurrer to the indictment, based upon Chapter 81, Sections 4 and 5, of the Act of 1853, in which he questioned whether a bond held and owned by the United States was a "paper or document" within the meaning of the act. The judge, Thomas Hartley Crawford, sustained the demurrer and quashed the indictments against Russell on March 11, 1861.²⁷ Thus, on technicalities, Russell was freed from prosecution. This, however, can by no means be taken as an exoneration of the charge of having feloniously and knowingly received stolen securities and appropriated them to his own purposes.

On March 17, 1861, Attorney Ould entered a nolle prosequi in John B. Floyd's case, because there was no proof to sustain the indictment. This seems a just decision, for the documents relating to the matter do not indicate that Floyd had any part in the abstraction or disposal of the bonds. Godard Bailey forfeited his bond, disappeared from Washington, and could not be found. It is possible that he was among the Confederate sympathizers who at that time were abandoning the capital. His case remained on the docket until the June term, 1863, when the

²⁶ *United States v. Godard Bailey and William H. Russell*, January 29, 1861; Robert M. Hughes, *Harper's Weekly*, January 25, 1861; Black, *Essays and Speeches*, p. 266.

²⁷ U.S. District Courts, District of Columbia, Criminal Trials No. 33, Minutes, March 11, 1861.

U.S. Attorney entered a nolle prosequi.²⁸ That closed the entire case so far as the court was concerned.

None of the abstracted bonds, having passed into the hands of innocent purchasers, were ever recovered. It has been said that Russell, Majors & Waddell repaid the government for its loss, but in actuality they did not. The firm assumed no responsibility for the bonds, and they were not mentioned in the partners' assignments.

In H.B. 554 of the 37th Congress there was a provision for the reimbursement of the Indian Trust Fund in the amount of \$759,525.56. This bill was passed, and it was signed by President Abraham Lincoln on July 15, 1861. The amount authorized by the act was to be deposited with the Secretary of the Treasury and disbursed upon requisitions from the Secretary of the Interior.²⁹ Chairman Morris, under instruction from the members of the select committee, had offered a resolution on February 28, 1861, providing for the appointment of three commissioners to make full and equitable settlement of all Russell's claims against the United States. Any sum or balance found to be due Russell, Majors & Waddell was to be turned over to the Secretary of the Interior and used to purchase stocks of the same character and class as those received by Russell from Bailey. The resolution did not carry, however.³⁰ That Russell knew about this move on the part of the select committee is evidenced by his letter to Waddell of February 11, 1861. He said:

You talk as though you do not expect to pay through, I do, and feel entire confidence. If Congress will but pass the resolution (friends think they will) appointing a commission our redress does not end there. The Gov't will sue us and in a court of Equity or Chancery we can bring in all our claims and assets, so that in either event we can pay out.³¹

When the House of Representatives passed the resolution on December 24, 1860, authorizing the appointment of a select committee to inquire into the abstraction of bonds from the Department of the Interior, it was not known that anything else would be involved. "It soon became evident," said Chairman Morris in his report, "that the mere abstraction of certain bonds from the Interior Department . . . was an incident of minor importance in comparison with the transactions preceding and connected with the act."³²

²⁸ *United States v. John B. Floyd*, March 17, 1861.

²⁹ *Congressional Globe*, 37th Cong., 2d Sess., p. 202.

³⁰ *Congressional Globe*, U.S. House, February 28, 1861.

³¹ Russell, letter to W. B. Waddell, February 28, 1861.

³² 36th Cong., 2d Sess., *House Report* 78, p. 1.

He was referring to the issuance of acceptances by Russell and their endorsement by Secretary Floyd. While this had been going on since early in 1858 and was well known in financial circles, government officials seem to have been aware of the practice only to a limited degree. As early as the latter part of 1859, antiadministration newspapers had declared the acceptances illegal, so discrediting them that they became difficult to negotiate.³³ In July of that year, Duncan, Sherman & Company wrote Senator Judah P. Benjamin, asking his opinion concerning the legality of the acceptances. Their firm was one of those to whom Secretary Floyd had written letters early in 1859, asking them to assist Russell in raising money on the acceptances. In their communication to Senator Benjamin they said the letter they had received from Floyd assured them that both President Buchanan and Attorney General Stanton had approved the acceptances.³⁴

Benjamin had called upon the President and submitted the inquiry to him. President Buchanan had said he knew nothing of the matter, that the acceptances had been issued without his knowledge, and that he did not know under what law they had been issued. He was confident, however, that Floyd had endorsed them by virtue of some law. Floyd himself had said that he had not submitted the matter to the Attorney General, that issuing acceptances had long been a custom of the War Department, and that he was not aware of any law actually authorizing their issue. Benjamin had suggested to Floyd that he was acting imprudently and urged him to discontinue the practice. Two days later Floyd had written him that he had decided to do as advised.³⁵ Instead of doing so, however, he had continued to endorse the acceptances for large amounts. The matter was submitted to the Attorney General in midsummer, 1860, but his decision was not favorable.³⁶ On December 27, Floyd said he had cancelled and annulled all the acceptances he had endorsed. This action not only deprived Russell of a source of much needed revenue but also rendered those acceptances in the hands of innocent purchasers totally valueless.³⁷

On March 9, 1861, Pierce & Bacon of Boston, who held \$260,000 worth of acceptances, requested Charles B. Goodrich to give them his opinion on whether the United States was legally bound to pay them.

³³ Russell, letter to W. B. Waddell, November 22, 1859.

³⁴ 36th Cong., 2d Sess., *House Report* 78, pp. 296, 297, 312.

³⁵ *Ibid.*, p. 297.

³⁶ Russell, letter to W. B. Waddell, July 10, 1860.

³⁷ 36th Cong., 2d Sess., *House Report* 78, pp. 150, 351.

After a thorough study of the case and the citing of numerous precedents, Goodrich presented his opinion in a printed pamphlet of twenty-three pages. He said:

You are the holders, in good faith, for a valuable consideration of the drafts made by Russell, Majors & Waddell upon, and accepted by, the Secretary for the War Department. As such holders of commercial paper, your title is favored at law and in equity, and will be sustained by every reasonable intendment. . . . They [the acceptances] may be regarded as contracts entered into by the War Department in behalf of the United States.³⁸

On November 12, 1861, Pierce & Bacon addressed a letter to Simon Cameron, who had succeeded John B. Floyd as Secretary of War, in which they requested payment for the acceptances they held. Nothing was done about the request, however, and on March 18, 1862, they wrote a letter to Edwin M. Stanton, who had succeeded Cameron as Secretary of War.³⁹ This attempt to make the War Department responsible for payment of the acceptances also failed.

One of the major factors prejudicing the administration, as well as the general public, against honoring the acceptances was the report of the select committee of the House of Representatives, which stated that the outstanding amount was \$6,179,395. As Russell showed in his statement, this figure was not correct. The committee's estimate was obviously based on the total amount issued from the beginning in 1858, including the \$870,000 worth deposited with Bailey in lieu of the Indian Trust Fund bonds, with no deductions for the acceptances that had been retired at maturity. In his statement Russell shows that at the end of 1860 the amount of outstanding acceptances was \$613,000—about one-tenth the sum quoted by the select committee.⁴⁰ In the list of liabilities made out by John Perry Sellar, trustee for Russell, Majors & Waddell in 1862, however, the amount outstanding was given as \$861,000. Just why a discrepancy of \$248,000 exists between Russell's figure and Sellar's total is not apparent, but Sellar's estimate is probably the more accurate of the two.⁴¹

³⁸ Charles B. Goodrich, *Opinion upon the Legal and Equitable Rights of a Bona Fide Holder for Value of Sundry Drafts made by Army Contractors upon, and Accepted by, the Secretary of the War Department* (Washington, 1862), copy in the Harvard University Library, pp. 4 ff.

³⁹ *Ibid.*, pp. 13–15.

⁴⁰ 36th Cong., 2d Sess., *House Report* 78, p. 14; William H. Russell, "The Indian Trust Fund Bonds and Acceptances."

⁴¹ John Perry Sellar, *Liabilities of Russell, Majors & Waddell*, Schedule A.

In view of the situation, it was inevitable that the holders of Russell, Majors & Waddell's acceptances should turn to Congress for relief. A memorial to Congress prepared by Pierce & Bacon was presented in the Senate and referred to the Committee on Finance, but it was so late in the session that there was not time for the committee to make a full examination of the facts. Therefore the memorial was referred to the Attorney General, with the request that he inquire into the facts and law in the case and report to the next session.⁴²

Meanwhile, James Craig, the agent for the Bank of the State of Missouri and the Franklin Savings Institution, both of St. Louis, presented a memorial to Congress asking the provisions be made to redeem the acceptances they held amounting to \$200,000. This memorial and Pierce & Bacon's memorial were referred to the Judiciary Committee, and on July 16, 1862, the committee reported out J.R. 102, which provided that anyone holding the acceptances could bring suit against the United States. A bill incorporating the provisions of the resolution was passed, and Pierce & Bacon brought suit in the Court of Claims, which declared the claim null and void. In 1868 the case was appealed to the Supreme Court of the United States, which upheld the decision of the Court of Claims.⁴³ Thus twenty-five holders of \$861,000 worth of acceptances, \$60,000 of which were listed as “unknown,” were forced to bear their losses.

In 1862, Benjamin E. Bates of Boston brought suit in the Court of Claims asking the U.S. government to reimburse him for fifteen thousand dollars' worth of Secretary Floyd's acceptances. His plea was based upon the contention that Floyd was the legal agent of the government and as such had authority to issue the acceptances. Attorneys for the United States took the opposite view. The case dragged on until 1865, when it was decided in favor of the defendant on the grounds that Floyd was not the agent of the government and therefore had no authority to act for it.⁴⁴ This verdict was also sustained by the U.S. Supreme Court in 1868.

⁴² 36th Cong., 2d Sess., *Sen. Comm. Report 311*, pp. 1-3.

⁴³ *Congressional Globe*, 37th Cong., 2d Sess., July 16, 1862, p. 3401; *Congressional Globe*, 37th Cong., 3d Sess., pp. 466 ff.; U.S. Supreme Court Opinion, Wall, 1868, pp. 609-685.

⁴⁴ *Benjamin E. Bates v. United States*, U.S. Court of Claims, General Jurisdiction Case No. 1889.

The Last Act of the Drama

As usual, Russell was optimistic about the future and firm in the conviction that no moral guilt was involved in taking the Indian Trust Fund bonds and appropriating them to his own use. Not content with the presentation of his view of the case to the select committee, he prepared a lengthy statement for the newspapers. To do this, he said, was a duty he owed to his numerous friends, as well as to his own reputation. It was the more imperative, he added, because the select committee had concealed all the material points involved and covered them over with misstatements and false deductions. His purpose, therefore, was "to exhibit, in a single view, all the facts bearing upon his connection with the Indian Trust Fund bonds and acceptances."¹

First printed by the *New York Tribune* under the title "The Indian Trust Fund Bonds and the Acceptances," Russell's statement was reprinted in newspapers throughout the nation. Of his part in the acceptances and Trust bond transactions, Russell said, "I shall attempt no technical legal defence. I feel that I am armed with facts which have the power to vindicate my honor and justify my conduct before impartial men." He pointed out that the illegal actions were necessitated by the government's failure to reimburse Russell, Majors & Waddell for losses incurred in 1857 and 1858: "We were the agents employed, our means and credit were involved, the former was sacrificed, the latter fatally impaired, and all in the interest of the government."²

It remains a mystery, however, why Russell pinned all his hopes of reimbursement on Congress and did not carry his case to the Court of Claims. It appears that such a course would have been wise, for then the merits and justice of both his claim and the government's position could have been adjudicated.

¹ William H. Russell, "The Indian Trust Fund Bonds and Acceptances," *St. Louis Tri-Weekly Republican*, April 4, 1861.

² *Ibid.*

The people of Lexington, Kansas City, Leavenworth, St. Joseph, St. Louis, and elsewhere in western Missouri and eastern Kansas were profoundly shocked at the turn of events, for the firm of Russell, Majors & Waddell was a trusted and familiar institution. What Russell had forecast in his letter to Waddell of September 29, 1860, had come to pass. Hundreds of creditors—farmers who had sold the company stock and accepted notes; merchants who had sold them goods on time; bankers, financial, and educational institutions; individuals who had loaned them money or taken their acceptances; and others whose welfare had no direct relation to Russell, Majors & Waddell—heard the news with dismay. Much more than a million dollars was tied up, and the end was indeed disastrous.³

When Russell had taken the first lot of Indian Trust Fund bonds, he had sealed the doom of Russell, Majors & Waddell as a business concern and set in motion a series of events which were to sweep away not only his own private estate but those of Majors and Waddell as well. Not only that, the other two men's reputations as substantial business leaders went overboard with his. Whether Majors and Waddell held a conference concerning the situation is not verified, but they undoubtedly did. Realizing all was lost, they adopted measures necessary to meet the situation. On January 23, 1861, Waddell made an assignment of his home, household goods, and certain town property in Lexington to his son, John W. Waddell, as trustee in favor of Elizabeth and Robert Aull, to whom he owed eight thousand dollars.⁴ Another was made on January 30, 1861, to Elbridge Burden and John W. Waddell, trustees, in favor of fifteen individuals as beneficiaries in the amount of \$28,759.58. Assets set apart in this deed included eighty-four lots in Lexington; coal privileges in Lafayette, Ray, Carroll, and De Kalb counties; eleven horses; fifty-two cattle; eight mules; forty hogs; fourteen wagons; one reaper and mower; one wheat thresher; one cider mill; fourteen plows; six sets of harness; one hay rake; nine hemp brakes; two cutting boxes; five scythes; two spades; one hemp cradle; bedsteads and bedding; one carriage and harness; one buggy and harness; two carriage horses; plows, gear, hoes, saw, axes, wedges, and other tools; and two notes of John W. Waddell for \$850 each and one

³ Russell, letter to W. B. Waddell, September 29, 1860.

⁴ Waddell, Deed of Trust to John W. Waddell, January 23, 1861, Lafayette County, Missouri, *Record Book J-1*, pp. 247-248.

for \$750, given by A. G. Williams, Waddell's son-in-law, and Moses Chapman.⁵

On February 1, 1861, Waddell made another assignment to the same trustees in favor of thirteen business concerns to whom he was indebted for \$14,387.16. The assets in this deed were the same as those listed in that of January 30. On February 1 he made a third deed to the same trustees in the favor of Jones, Russell & Company, and Samuel & Allen; and the same day he also made a fourth one to the same trustees, in favor of eight business houses, most of which were in St. Louis, to whom he was obligated for \$9,460.30. The assets covering these were the same as in the others.⁶ These assignments covered only his personal creditors, to whom he owed \$59,847.46, and did not include the debts of Russell, Majors & Waddell, R. B. Bradford & Company, the acceptances of Secretary Floyd, or the abstracted bonds.

On January 25, 1861, Majors executed a deed of trust to Alexander W. Street, listing assets of \$50,243.73 and personal liabilities of \$82,285.75.⁷ In addition, he also listed fifteen hundred head of oxen in the vicinity of "Pike's Peak" (the vicinity of Denver), the Arkansas River Grazing and Mining country, and the Raton Mountains (the vicinity of Canon City and the Upper Arkansas River); seventy-five freight wagons, twenty-two near the residence of Samuel Poteet in Jackson County (the large house Majors had built in 1856), new and made by Jacob Kerns; fifty-three wagons at Fort Wise (one mile west of Bent's Fort on the Arkansas River) and Bluff Spring Station on the Arkansas River; and all of the ox yokes, chains, wagon sheets, camp equipment, etc., belonging to the wagons. He also listed fifteen mules and saddles and bridles on the Arkansas River, used in herding cattle; three thousand sacks of flour at Bluff Spring Station, Canon City, and Denver; and all the dry goods, groceries, etc., received by Captain A. B. Miller as freight at Bluff Spring Station.⁸

Also included were ninety mules and some ponies on his farm near Lone Jack, in Jackson County, Missouri; about two hundred head of

⁵ Waddell, Deed of Trust to Elbridge Burden and John W. Waddell, January 30, 1861, Lafayette County, Missouri, *Record Book J-1*, pp. 253-258.

⁶ *Ibid.*, pp. 258-263.

⁷ Majors, Deed of Trust to Alexander W. Street, Jackson County, Missouri, *Record Book 37*, pp. 111-114.

⁸ This last arrangement is a bit obscure, but it seems that Miller was sutler at Fort Wise and that possibly Majors was in partnership with him. At least Majors was selling him supplies and freighting them across the plains.

oxen in Cass and Jackson counties, Missouri; and about one thousand head in Kansas Territory at the old depot on the crossing of the Marais des Cygnes River (in Lyons County, Kansas). Also listed was his store in Denver, which W. T. Litchfield was in charge of; about one hundred head of oxen at Council Grove; thirty-three rifles and Colt navy revolvers; a stock of camp equipment in the store in Kansas City; buggy and mules; harnesses; an ambulance and four mules and harnesses at the camp on the Arkansas River which W. T. Winsor was in charge of; one pair of carriage horses in Nebraska City; household furniture in his home in Nebraska City; twenty milk cows and other cattle at the same place; one red ox at the Poteet place; a supply of mule harnesses; six old plows in the store in Kansas City; and all the personal and real property mentioned in his deed of trust of October 17, 1860.⁹

On January 26, 1861, Majors made another deed of trust to Alexander W. Street, Finis G. Ewing, and Eugene B. Allen. Concerning this instrument, he said, "Whereas Majors has delivered to A. Street three deeds of trust, and whereas there will probably remain a surplus after other trusts are discharged, makes this deed of trust to pay debts of Russell, Majors & Waddell."¹⁰

Meanwhile, Russell was also engaged in making assignments of his property to trustees. On January 30, 1861, he made a deed of trust to Eugene B. Allen for thirteen beneficiaries, seven of whom were business concerns.¹¹ The amount of debt he acknowledged was \$46,583.50. To repay it he listed about six thousand acres of farm land in Lafayette County and lots in Lexington. These lands, however, had previously been listed in the James N. Simpson-Benjamin Holladay deed of trust on December 31, 1860. On February 8, Russell made another deed to Elbridge Burden in favor of his son C. B. Russell and the Farmer's Bank of Lexington, to whom he owed \$11,583.50.¹² Property to pay the debts consisted of farm lands in Lafayette and Carroll counties, Missouri, and lots in the town of Dewitt, Missouri. The liabilities consisted only of his private, individual debts and did not include those of

⁹ Majors, Deed of Trust to Alexander W. Street, January 25, 1861, Jackson County, Missouri, *Record Book 37*, pp. 110-114.

¹⁰ Majors, Deed of Trust to Alexander W. Street, Finis G. Ewing, and Eugene B. Allen, January 26, 1861, Jackson County, Missouri, *Record Book 37*, pp. 133-136.

¹¹ Russell, Deed of Trust to Eugene B. Allen, January 30, 1861, Lafayette County, Missouri, *Record Book J-1*, pp. 280-284.

¹² Russell, Deed of Trust to Elbridge Burden, February 8, 1861, Lafayette County, Missouri, *Record Book J-1*, pp. 324-325.

Russell, Majors & Waddell. Like Waddell, Russell did not list any of Secretary Floyd's acceptances or the bonds.

These deeds of trust, taken singly, or all together, do not present a clear-cut statement of liabilities and assets. None of them include the Central Overland California & Pike's Peak Express Company stock in their list of assets, or its debts for money advanced by Russell, Majors & Waddell. The effect of this was that the express company, in whose name the Pony Express was initiated and operated, was not involved in the bankruptcy of the freighting firm or the private affairs of the partners; it continued to function under its original management as though nothing had happened. Other assets not included in any of their assignments were the store in Lexington, known as Waddell & Russell, in which Majors was a partner; the Russell, Majors & Waddell store in Leavenworth; and the R. B. Bradford & Company store in Denver. Russell owned homes in Leavenworth, Lexington, and New York, and Waddell had one in Lexington, but neither included them as assets. Both owned slaves, which were not mentioned. Majors did not list his stores in Kansas City, Denver, and Fort Laramie, his interest in R. B. Bradford & Company, or stock in the Central Overland California & Pike's Peak Express Company.

The schedule of liabilities of Russell, Majors & Waddell shows that it owed \$502,499.39. The first creditor listed was Jerome B. Simpson, to whom the company owed \$17,500. Only \$15,000 of Secretary Floyd's acceptances were included in the schedule, and these were probably held by banks or individuals in the West. The remainder—\$470,000—represented thirty drafts and acceptances written by Jones, Russell & Company and endorsed by Russell, Majors & Waddell and/or Samuel & Allen. The abstracted bonds were not listed at all. The debts of the Central Overland California & Pike's Peak Express Company were not listed, since it was a corporation.

On December 31, a strange deed of trust was drawn up naming James N. Simpson as trustee and Benjamin Holladay as beneficiary for the amount of \$61,850. It was intended that Holladay should be trustee and Simpson beneficiary, but the draftsman who wrote the instrument inadvertently changed their positions. Under this deed 3,988 acres of land in Lafayette County, Missouri, and certain parcels of real estate in Johnson County, Missouri, were conveyed to Simpson as trustee for Holladay.¹³ The mistake would probably have been quickly

¹³ Russell, Deed of Trust to Simpson, December 31, 1860.

rectified, had not creditors secured a judgment against Russell for the payment of debts. On March 7, 1868, Simpson filed suit against Russell and Holladay and eighteen others for the amount Russell owed. The case was finally settled in 1872 when the circuit court of Clay County, Missouri, ruled that a mistake had been made in the deed of trust. The court further ordered that Holladay be made trustee and Simpson beneficiary, that a lien be placed upon all land listed in the deed sold since December 31, 1860, and that Simpson be allowed to recover \$105,948.44,¹⁴ the amount of the original debt plus interest for about ten years.

Undaunted by the fact that his world had collapsed around him in late 1860 and early 1861, Russell remained in Washington and made a stubborn effort to salvage what he could from the wreck of his great empire. As before, he was optimistic about securing the Overland Mail contract on the Central route; it was his sole hope of staving off total ruin. Despite the troubles in Washington over the abstracted bonds and Secretary Floyd's acceptances, the Central Overland California & Pike's Peak Express Company carried on as usual. Its stage coaches ran regularly to Salt Lake City, Denver, and Sacramento; and the Pony Express captured the admiration of the public for maintaining its schedule on the 1,966-mile route.

Not long after Congress convened in December, 1860, Russell and the supporters of the Central route prepared to win the old, vexatious "Battle of the Routes." On February 2, 1861, the annual Post Route bill, which that year provided for a daily mail from the Missouri River to California, with pay not to exceed \$800,000, was presented in the Senate. Russell was greatly cheered by this proposition, which meant that, if the bill passed, the line would run over the Central route. Public dissatisfaction with the Southern route, both in the East and in California, indicated that the measure might pass. At about the same time, the Post Offices and Post Roads Committee was considering the consolidation of the mail lines on the Central and Southern routes. Russell was aware of this development and had reason to believe the Central Overland California & Pike's Peak Express Company might receive the contract. On February 11 he wrote Waddell a cheerful, optimistic letter in which he said, "Have great faith in getting the mail contract all right."¹⁵

¹⁴ Clay County, Missouri, Circuit Court *Record Book 14*, p. 41.

¹⁵ Russell, letter to W. B. Waddell, February 11, 1861.

While the overland mail propositions were being debated in Congress, the news reached Washington that the Overland Mail Company's line had been "cut up by the roots" in southern Missouri and Texas by the Confederates. The Rebels had stolen the stock, driven off the coaches, and halted the mail at Tucson, Arizona, and Fort Smith, Arkansas.¹⁶ The best the company could do was attempt to keep the line open between San Francisco and Tucson in the West and from St. Louis to Fort Smith in the East. Since much of the Overland Mail line lay in Southern territory, there was no hope of restoring it; and a new plan had to be formed immediately. With seven Southern states having already seceded and strong pressure being brought to bear upon Missouri, Arkansas, Texas, and California to join them, delay might prove fatal. The beginning of civil war marked the end of the "Battle of the Routes," for there was no longer a Southern route.

Those concerned with the matter in Washington saw but one solution to the problem—to concentrate on a single mail line over the Central route. There was no other route to compete with it now; this much was clear. But the problem was to determine who should receive the contract, which would be a large one. The Central Overland California & Pike's Peak Express Company held the contracts covering that route, their service was efficient and wholly satisfactory, and their investment in equipment was heavy. Moreover, there were no grounds whatever for the arbitrary annulment of the Overland Mail Company's contract, which had two years yet to run.

The dilemma was solved by the Senate Post Offices and Post Roads Committee, which proposed a consolidation of the two great lines. Since this compromise was accepted as a just and fair way out of the difficulty, competition between the two companies was terminated, and everyone concerned worked to arrange matters satisfactorily. Whether Russell and W. B. Dinsmore, president of the Adams Express Company and the Overland Mail Company, originated the consolidation proposal is not known, but that they approved of it is evident. Neither of them possessed sufficient financial resources to carry through such an extensive project alone, particularly in view of the approaching war.

There was a need for haste in putting the mail to California on a substantial basis. This fact was recognized by the Senate Finance Committee, and only five days after the news of the destruction of the

¹⁶ Roscoe P. Conkling and Margaret Conkling, *The Butterfield Overland Mail, 1857-1869* (Glendale: Arthur H. Clark Co., 1947), II, 325.

Overland Mail line reached Washington, the committee recommended for passage the Post Office Appropriation bill, which provided for the removal of what was left of the Overland Mail Company to the Central route. The bill was passed, and the line was scheduled to run on a daily schedule six days a week; the time required was twenty-three days, and the pay was one million dollars a year. The Pony Express was kept running twice a week until the transcontinental telegraph line, then under construction, was completed. The new arrangement, which had received President Buchanan's approval on March 2, was to become effective July 1, 1861.¹⁷

That there was already an understanding between Russell, Dinsmore, and the Post Office Department is evidenced by the fact that on March 16, 1861, Russell and Dinsmore had signed a contract under which service on the Central route was divided between the two companies. The agreement provided that the Central Overland California & Pike's Peak Express Company should operate the eastern half of the line from St. Joseph to Salt Lake City; the Overland Mail Company would control the line from Salt Lake City to Placerville, California. Therefore, the Central Overland California & Pike's Peak Express Company became a subcontractor on the line it had hitherto operated alone. Its share of the mail pay would be \$470,000, and revenue from passenger and express fares was also to be divided. Pony Express receipts were to be divided equally, with each company paying expenses on its own part of the route. A general superintendent appointed by the Overland Mail Company was to supervise the whole line, but would not have authority over the eastern division from the Missouri River to Salt Lake City. The Overland Mail Company reserved the right to make an exclusive contract with the Wells Fargo Express Company for all express business west of Salt Lake City and for all business originating west of Salt Lake City going East, the receipts to be divided equally.¹⁸ Assuming that this right was exercised, this was the first step in Wells Fargo's eastward expansion. Under this contract E. S. Alvord, president of the Western State Company, was appointed general superintendent of the entire line.

¹⁷ LeRoy R. Hafen, *The Overland Mail* (Cleveland: Arthur H. Clark Co., 1926), p. 210; Raymond W. Settle and Mary Lund Settle, *Saddles and Spurs* (Harrisburg, Pa.: Stackpole, 1955), p. 181; Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* (Stanford: Stanford University Press, 1949), pp. 121-122; 36th Cong., 3d Sess., *House Exec. Doc. 21*. See also Appendix, pp. 202-203.

¹⁸ Russell, Contract with W. B. Dinsmore, March 16, 1861; Settle and Settle, *Empire on Wheels*, p. 123; Conkling and Conkling, *Butterfield Overland Mail*, II, 338. See also Appendix, pp. 203-206.

Further evidence that there was harmony and cooperation among all parties concerned with the Overland Mail Bill is seen in a contract that Russell and Dinsmore signed with E. S. Alvord in behalf of his company on March 16, 1861. Under the provisions of this contract, Alvord's company agreed to discontinue all service west of Fort Kearny and to keep its line in operation between Fort Kearny and Omaha. This agreement ended competition in the express, mail, and passenger business between the Missouri River and Denver and precluded the possibility of a rival line to Salt Lake City. For the concession Alvord's company was paid twenty thousand dollars a year out of mail pay, 70 per cent of which was paid by the Central Overland California & Pike's Peak Express Company and 30 per cent by the Overland Mail Company. At about the time the contract was signed, someone, perhaps Russell himself, prepared an estimate of receipts and disbursements covering the period from May 1, 1861, to July 1, 1862, for the eastern half of the line from the Missouri River to Salt Lake City and Denver. Among other things the estimate showed a comfortable margin of receipts over disbursements. On paper, the Central Overland California & Pike's Peak Express Company appeared to be launched upon a gratifying period of prosperity. This was not to be the case, however, for the simple reason that receipts were far smaller and disbursements heavier than anticipated.¹⁹

Four days after signing these contracts, Russell sent copies to Waddell, with a letter in which he expressed entire satisfaction with them. They were "A No. 1," he said, and would return a large profit if well managed. With the anticipated revenues the three partners would be able to pay the debts of Russell, Majors & Waddell. Considering that Russell was under a cloud in Washington, his credit destroyed in the East, and he and his partners bankrupt, the contract with the Overland Mail Company was indeed fortunate. Only by a stroke of good luck and favorable circumstances was he able to participate in the million-dollar overland mail contract at all. Had the Overland Mail Company been financially able to handle the whole route, Russell would probably have been thrust entirely out of the picture.

Not long after signing the contracts with Dinsmore and Alvord, Russell went west. Since his statement to the newspapers had been widely circulated and his relation to the Indian Trust Fund bonds fully exposed, the atmosphere in Lexington, Kansas City, and Leavenworth

¹⁹ William H. Russell and William B. Dinsmore, Contract with E. S. Alvord, July 16, 1861. See also Appendix, pp. 207-208.

was decidedly chilly. The financial prophet was now without honor in his own country. His partners, Majors and Waddell, frankly informed him that his usefulness to the Central Overland California & Pike's Peak Express Company as chief administrative officer was ended. In a meeting of stockholders of the company in Denver on April 26, 1861, Russell resigned as president. Bela M. Hughes, Ben Holladay's cousin and a St. Joseph lawyer and agent for the company there, was elected in his place.

On April 15, 1861, J. W. Brown, San Francisco agent for the Central Overland California & Pike's Peak Express Company, announced that William H. Russell had ordered him to turn over his office to Wells Fargo & Company. J. W. Coleman, agent for Wells Fargo in Sacramento, announced that he had received similar instructions. Wells Fargo & Company became temporary agent by appointment of William H. Russell to serve until July 1, 1861, when the Overland Mail Company would take over the western half of the line. This arrangement prevailed until the specified date, when Wells Fargo & Company was appointed permanent agent at both cities by the Overland Mail Company to handle express, passenger, and mail business, including Pony Express letters.²⁰ This was the only relationship the Wells Fargo company ever had with the Pony Express; contrary to popular opinion, it never owned the institution or had anything to do with the making of policies, fixing of rates, or the executive administration of the business.

Although no longer an executive officer in the company, Russell was still the principal stockholder and a director. The officers of the company considered Denver and other Colorado towns important points and decided to abandon the old Platte route from Julesburg to Salt Lake City and open a new one westward from Denver over the Continental Divide to Salt Lake City. Explorations were made and a road laid out, but the road was never used. In July, 1862, another new route was chosen, and the line from Denver over the Laramie Plains to Fort Bridger was put into operation on it.²¹

In the light of later events, it appears likely that Holladay, because of previous loans or promises of assistance in the future, had much to do with this reorganization of the company. He said that not long after

²⁰ *San Francisco Daily Bulletin*, April 15, 1861. See also Appendix, p. 205.

²¹ Settle and Settle, *Empire on Wheels*, pp. 125-126; George A. Root and Russell K. Hickman, "The Pike's Peak Express Companies," *Kansas Historical Quarterly*, XIII (1944-1945), 78-79; J. V. Frederick, *Ben Holladay: The Stage Coach King* (Glendale: Arthur H. Clark Co., 1940), pp. 65-66.

the new plan went into effect he made a contract with the company to make advances and accept drafts from time to time. By the time the new arrangement went into effect on July 1, 1861, the Central Overland California & Pike's Peak Express Company owed Ben Holladay \$200,000 for drafts which he had endorsed or accepted from time to time since the contract with the Overland Mail Company was signed. At the meeting of the directors in Leavenworth, President Bela M. Hughes was instructed to execute a mortgage and deed of trust on the company, which at that time was estimated to be worth \$500,000. Some weeks later, on November 22, 1861, Hughes and Secretary John W. Russell gave Holladay a mortgage for three years on all the company's real estate in St. Joseph. At the same time a deed of trust covering all property—wagons, coaches, horses, mules, etc.—was made to Theodore F. Warner and Robert L. Pease, trustees, with Holladay as beneficiary. Hughes and John W. Russell also signed a penal bond of \$400,000 to satisfy the conditions of the transactions.²²

In spite of all that was done to relieve the company, its fortunes continued to decline. Instead of "paying big," as Russell had said the company would under the new contract, it lost money every day. As a result of the Civil War, now in its initial stages, receipts from mail, passenger, and express business fell off sharply. The Overland Mail Company was so pinched by the adverse circumstances and discouraged by the general outlook that some of its officials were in favor of abandoning the mail service on the Central route altogether.²³ Two weeks after the mortgage and deed of trust were made, Holladay claimed that the penal bond had been defaulted and asked the trustees to sell the company. Consequently, they advertised on December 6, 1861, that the firm would be sold at auction in Atchison, Kansas, to the highest bidder on December 31. Other creditors, however, secured an injunction against the sale, and the company continued in business as usual. Heroic efforts were made to save it, but without success. Debts mounted, and unpaid employees dubbed the firm "Clean Out of Cash and Poor Pay." At length the injunction was dissolved, and the trustees put the

²² Settle and Settle, *Empire on Wheels*, p. 128; Root and Hickman, "The Pike's Peak Express Companies," pp. 88–89; Frederick, *Ben Holladay*, pp. 1, 40, 65; Buchanan County, Missouri, *Record of Deeds*, Book 29, pp. 55–58; *Federal Cases*, Book 21; Mortgage, Given by the Central Overland California & Pike's Peak Express Company to Benjamin Holladay, *Record Book* 29, Buchanan County, Missouri, p. 307, November 22, 1861.

²³ Conkling and Conkling, *Butterfield Overland Mail*, p. 326.

company up for sale on March 7, 1862. Holladay bid it in for \$100,000, but he said it owed him \$208,000.²⁴

Holladay took charge of the bankrupt concern and continued to operate it under its old name. On March 21, 1862, the Central Overland California & Pike's Peak Express Company's mail contract was transferred to Holladay. In the purchase of the company he assumed the contract of March 16, 1861, between Russell and Dinsmore; and when the Overland Mail Company's contract expired in 1864, the mail contract for the whole line was let to Holladay for four years. He sublet the western end of the line to the Overland Mail Company, changed the name of the concern to the Overland Stage Line, and expanded his lines to the northwest. In 1866 he sold his entire holdings to Wells Fargo & Company.²⁵ Thus passed into history the last fragment of the far-flung enterprise created by Russell, Majors & Waddell.

The Pony Express, although technically owned and operated by the Central Overland California & Pike's Peak Express Company, had contributed heavily to the bankruptcy of the freighting firm of Russell, Majors & Waddell because the freighting company had furnished the money to put the Pony Express into operation and keep it going. On October 24, 1861, the transcontinental telegraph line was completed in Salt Lake City; and the service of the Pony Express was officially terminated. The express riders were dismissed, stations were dismantled, and the horses were put into the service of the two express companies that had been operating the Pony Express. It has been said erroneously that Ben Holladay operated the Pony Express; however, Holladay did not take it over until March 7, 1862, more than four months after it had quit running and been disbanded. No doubt some of the horses and equipment and what stations were still in use passed to Holladay, but he did not operate the institution at all.

Russell's trip to Denver with Hughes in April, 1861, was, so far as is known, his first venture across the Great Plains. R. B. Bradford had often urged both Russell and Waddell to come out and see the country for themselves, but neither of them had ever done so. Russell belatedly looked things over, decided that Bradford had been right in saying Colorado was a good place to make money, and reacted with character-

²⁴ Settle and Settle, *Empire on Wheels*, pp. 128-129; Root and Hickman, "Pike's Peak Express Companies," p. 89; Hafen, *The Overland Mail*, p. 227; Frederick, *Ben Holladay*, p. 282.

²⁵ Edward Hungerford, *Wells Fargo* (New York: Random House, 1949), p. 92; Frederick, *Ben Holladay*, p. 52.

istic energy. He saw fortunes in the making on every hand and feverishly set to work to repair his own. Believing the Central Overland California & Pike's Peak Express Company line would run through Denver and over newly discovered Berthoud Pass, and that the much discussed Pacific Railroad would follow the stage line, he organized the Colorado and Pacific Wagon, Telegraph, and Railroad Company. This hopeful concern was incorporated by the Colorado legislature in the fall of 1861.²⁶

About the same time, Russell also organized the Clear Creek and Hot Sulphur Springs Wagon Road Company, which was also incorporated by the Colorado legislature in 1862. Nothing came of these ventures, however, and when the stage line was laid out it ran north from Denver instead of west as he had expected. Moreover, the grade on the route through Berthoud Pass proved too steep for a railroad line. Meanwhile, Russell formed a partnership with William E. Sisty, H. D. Sherwood, John Armor, and Samuel A. Walsh to develop mining claims and water rights in the Clear Creek, Dailey, Banner, and Grass Valley districts. He helped organize the New York Gold Mining Company and, with Sisty, Armor, William L. Campbell, Lafayette Beebe, and Charles C. Bangs, organized the Hot Sulphur Springs Town Company, with four-fifths of the shares in his own name.

None of the mining claims proved to be bonanzas, although a small amount of gold was taken from some of them. By early 1865 Russell's visions of a comeback in Colorado had faded. On April 1 of that year he made a deed of trust to James P. Rogers and his son Charles Benjamin.²⁷ Later he went to New York, where he organized a brokerage firm in partnership with Thomas P. Akers and a man by the name of Pease. This venture was not a success either. Russell sold his New York home and moved into a second-rate boarding house at 176 Fifth Avenue. His office was at 111 Broadway. On May 4, 1866, he made to John W. Russell another deed of trust, subject to that of the year before. His total liabilities amounted to \$136,903.43; and his list of assets included Johnson County, Missouri, real estate listed in his deed of trust of January 30, 1861, and mining claims in Colorado.²⁸

²⁶ *Colorado Magazine*, Vol. IX, p. 164.

²⁷ Russell, Deed of Trust to James P. Rogers and Charles Benjamin Russell, April 1, 1865, Clear Creek County, Colorado, *Record Book J*, p. 257.

²⁸ Russell, Deed of Trust to John W. Russell, May 14, 1866; Trow, *New York City Directory* (1865-1866), p. 841.

This marked the end of the road for Russell as an organizer, promoter, and financier. On April 3, 1868, he made application to the U.S. District Court for the Southern District of New York for a decree of bankruptcy.²⁹ The one preferred creditor was the United States, which held the \$870,000 worth of Secretary Floyd's acceptances that Russell had deposited with Bailey as collateral for the Indian Trust Fund bonds. These, of course, were worthless, since the Supreme Court had ruled that Floyd had had no authority to issue them. Russell also listed seventeen banks holding \$467,909.00 worth of acceptances. This was only a little more than half the amount of acceptances listed by John Perry Sellar, clerk of the trustees of Russell, Majors & Waddell in 1862. Since these two lists do not agree, it is impossible to make an accurate estimate of the amount of these outstanding acceptances. The total amount of debts listed by Russell in his petition was \$2,498,630.85.³⁰

His petition was granted, but his status as a businessman shrank to nothing. As a financier, he was forgotten. He still maintained an office and advertised as a notary public and commissioner for all the states and territories. In addition, he sold "Tic Sano," a cure for neuralgia.³¹ Alone and forgotten by those who had known him in the days of his glory, Russell managed somehow to eke out a very modest living. When he fell ill in 1872, his son Charles Benjamin and son-in-law Webster M. Samuel came to New York and took him to the latter's home in St. Louis. Later he was moved to John W. Russell's home in Palmyra, Missouri, where he died on September 10, 1872.³² He was buried in the Russell family plot in the Palmyra cemetery, which for many years was distinguished by a small cast-iron marker with his name upon it. The local newspaper very briefly mentioned his passing, but the Lexington newspaper took no notice of it. In 1962, on the 150th anniversary of Russell's birth, the National Pony Express Centennial Association erected a suitable monument at his grave.

After the collapse of the great freighting firm, Waddell continued to make his home in Lexington but apparently never engaged in business again. The loss of fortune, property, prestige, and a son, who was killed defending a slave during the Civil War, bore so heavily upon him that his health began to fail. On April 1, 1872, he died at the farm home of his son-in-law, A. G. Williams, near Lexington, where he had spent

²⁹ Russell, Petition by Debtor, April 3, 1868.

³⁰ *Ibid.*

³¹ *Rocky Mountain News*, June 7, 1872.

³² Settle and Settle, *Empire on Wheels*, p. 138.

his last days. He was buried in Macpelah cemetery, which he had helped found many years before.³³

Of the three partners, Majors was the only one who had any further connection with the freighting business. Although he lacked financial resources of his own, his prestige and reputation were such as to enable him to secure sufficient oxen, wagons, and teamsters to continue in the business of freighting private merchandise. In the summer of 1865 he sent two trainloads of goods to Salt Lake City, and from there he sent one to Boise, Idaho, and the other to Helena, Montana. The one billed to Boise was snowbound for the entire winter, and every ox in the outfit froze or starved to death before spring. The other train was halted on Beaverhead Pass. The wagons were corralled and the oxen driven to Beaverhead Valley, where they passed the winter in safety.³⁴

In the fall of 1867, Majors moved his family to Salt Lake City and engaged in grading the roadbed and furnishing ties and telegraph poles for the Union Pacific Railroad. He also prospected for silver in the Utah Mountains. He made his home in various places until 1887, when he moved to Denver. There he wrote his book *Seventy Years on the Frontier*, which was published by Buffalo Bill Cody in 1893. He died in Chicago on January 14, 1900, and was buried in Union Cemetery in Kansas City, Missouri.³⁵

With the completion of the Union Pacific Railroad in 1869 and the Santa Fe Railroad in 1880, the need for transporting military supplies long distances in ox-drawn wagons was ended. The huge Conestoga, Pittsburgh, and Murphy vehicles were parked forever; the oxen were sold for beef; and the picturesque bullwhacker, like the trapper, the Missouri River boatman, and the Santa Fe trader, became only a legend.

William H. Russell, Alexander Majors, and William B. Waddell have also become legendary. Whoever undertakes even a casual study of freighting or stagecoaching on the Great Plains or of the Pony Express will meet them. Truly, they were remarkable men in an age that produced men of extraordinary caliber. Majors and Waddell were of that class of rugged, resourceful frontiersmen, who, on the farthest frontier of civilization, found opportunity to exercise their gifts and talents; and Russell, who spent much of his life on the western Missouri

³³ *Lexington Caucasian*, April 13, 1872; Settle and Settle, *Empire on Wheels*, pp. 136-137.

³⁴ Settle and Settle, *Empire on Wheels*, pp. 117-118.

³⁵ *Ibid.*, pp. 119-120.

frontier but never really became a part of it, was an imaginative businessman in his own right.

Under the skillful, experienced management of the three partners, military freighting on the plains reached its peak of perfection. In energy and dependability they were equalled by few and surpassed by none. Their trains rolled along the Santa Fe and Oregon trails with the regularity of clockwork and delivered their loads on schedule. Even on the ill-fated Utah Expedition, at tremendous cost, they fulfilled their contract obligations to the letter. It has often been said that they secured their huge contracts year after year by influence and even bribery, but no positive proof to that effect has ever been uncovered. Secretary John B. Floyd said in a written statement on December 20, 1860:

These contractors have, by a long series of faithful, honest, and most efficient service, won the confidence and good feeling of all persons having any connection with the transportation of the army. . . . They had never failed in any of their engagements, and had executed many of them under circumstances of peculiar embarrassments. They were men of very large wealth . . . and possessed fully the confidence of all who knew them.³⁶

That the partners made large sums of money in freighting military supplies for the United States government is obvious. They deserved to, for not only was their service attended by severe hardship at times, such as those they encountered on the Utah Expedition, but their investment in oxen, wagons, outfits, and wages for teamsters and other employees were enormous. For at least five years their costs ran well over two million dollars a year. Their firm would be considered a large business concern even in this day of mammoth institutions. Moreover, in sending those costly trains out upon the New Mexico and Utah routes, one thousand to twelve hundred miles from the Missouri River, through uninhabited, Indian-held territory, without insurance to cover losses and lacking military protection, they faced more than ordinary hazards. They should have been well rewarded for their service, and they were.

Why, then, one may ask, did the firm become bankrupt and lose everything? To begin with, although the private fortunes of the three men were large when they formed their partnership in 1855, they borrowed heavily to outfit themselves. Most of this credit was extended in the form of drafts payable in 60, 90, and 120 days, which was the accepted frontier way of doing business at that time. Stocking the store in Leavenworth, buying lots in the town and unimproved land nearby,

³⁶ 36th Cong., 2d Sess., *House Report* 78, p. 351.

and constructing facilities for carrying on their business was expensive. The years 1855 and 1856 were good years, and during this period the partners appear to have handled their finances with ease. Then came the catastrophic year of 1857, with the loss of trains accompanying the Utah Expedition. They had gone deep in debt to assemble those trains, and they were never able to get out again. By resorting to acceptances endorsed by Secretary Floyd, they carried on in 1858, but every acceptance represented debt.

With economy and sound judgment, they might have solved their problem and wound up with a profit, but these prime requisites were not employed. Instead of paying their debts, they became possessed of a passion to speculate and diversify. They bought lots in Leavenworth and several thousand acres of Kansas land; Russell and Waddell organized Miller, Russell & Company and opened four stores in Utah. When General Johnston's army moved to Camp Floyd, they opened another store there and a third at Millersville. They kept the one at Camp Scott and opened one in Salt Lake City. The firm of Russell, Majors & Waddell stocked the stores on credit, but they were money losers from the start. Next came the ill-advised Leavenworth & Pike's Peak Express Company, which made no money but piled up more than half a million dollars of debt in less than one year. Russell, Majors & Waddell salvaged it and paid the company's huge debt. The firm stocked the R. B. Bradford & Company store in Denver on credit and organized the Central Overland California & Pike's Peak Express Company. Since the latter had no capital to open a stage line on the Central route, the firm of Russell, Majors & Waddell furnished credit. These speculations might have been profitable under different circumstances, but every one of them proved to be only another heavy liability. Had the money sunk in these premature speculations been used to clear the debts of the freighting firm, the story might have been different. Even Waddell's eldest son, John W. Waddell, observed the tendency of the partners to branch out in numerous enterprises and, seeing where it might lead, strongly rebuked his father.³⁷

Added to everything else was the failure of the United States government to reimburse the firm for the almost half a million dollars lost in the disastrous Utah experience. Although the government paid the contract transportation charges, it forced the firm to bear the entire

³⁷ John W. Waddell, letter to W. B. Waddell, April 3, 1858; also a second letter, written late in 1858 but not dated.

losses incurred in its service. As Russell said later, this laid the foundation for all the firm's later difficulties, including the bond affair.

Through the medium of the romantic Pony Express, which paid no dividends either, these men have been accorded a niche in history and a permanent place in American folklore. They kept it in operation at great sacrifice when no one could have criticized them for abandoning it. From early February to July 1, 1861, they supplied the only cross-country mail communication with California and the West by means of the Pony Express and stage line without a dollar of extra pay from the government. They did their work well; it is fitting, therefore, that the spirit of kindly understanding draws the veil over their weaknesses and faults, leaving only their virtues—of which they possessed many—in view.

Appendix A

INSTRUCTIONS TO WAGONMASTERS AND ALL EMPLOYEES CONNECTED FOR TRANSPORTING TRAINS

- 1st. Commence with the first wagon, and corral half the wagons on the right-hand side of the ground selected.
- 2nd. Stop the middle wagon of the train directly opposite, and not less than twenty to twenty-five feet from the first wagon, and corral opposite. This will make a wide gap, which is very necessary.
- 3d. As it requires three men to corral a wagon, you must select an experienced hand to drive your lead team, so that, when he stops he can assist the next teamsters, he being on one side, the wagon-master on the other, and the teamster with his lead cattle, to prevent them tangling with the team ahead. He can assist until he is released by the assistant, who must be on foot.
- 4th. When about corralling, caution your men against exciting the cattle by halooing and cracking whips at them. They should be so careful that a long, deep-toned "*whoa*" would stop their teams in the exact spot required.
- 5th. Teamsters should not commence to unyoke till their side of the corral is completed, and then they will begin with the leaders and continue down to the wheelers, always loosing the chain and yoke from those yoked.
- 6th. If water be near the camp, let the cattle feed to it instead of being driven there; but if necessary to drive them, let them linger some time about the water, so that they will become cool and have a chance to satisfy their thirst.

- 7th. See that the cattle get on the best feeding ground in the vicinity of the camp, and also that, when turned out, they have a sufficient guard by day and night, and never to be left without a guard.
- 8th. In driving cattle to corral, men enough must be employed to encircle them and drive them directly in; and, when at a distance from camp, drive them very slowly, as fast driving injures them greatly.
- 9th. No man should begin yoking before the cattle have had two or three minutes to become quieted in; then all should enter and yoke in a quiet gentle manner. First, yoke the wheelers, and chain them to the front wheels outside the corral, or hitch them to the wagon on the inside, then yoke next the leaders, and so on till the whole team is yoked and hitched up, when they will be taken out of the corral and hitched to the wagon.
- 10th. While yoking, a man must be in the front gap, and two or three in the hind one. If not required at the gaps, the wagon master must be instructing the teamsters how to yoke with the greatest facility.
- 11th. After leaving corral, do not travel more than one half to one mile before stopping eight or ten minutes for the cattle to breathe and urinate, particularly if the weather is warm and the cattle very full. When you have selected a capable hand to lead the train, always keep him as a leader; and if all the teamsters keep the places they had when starting, they soon learn in what way to manage their teams, and the teams soon learn the art of corralling.
- 12th. When traveling or corralling, every man must keep a strict observance to the password, so that, if any accident occur in the train, the whole train may be notified at once, and all assistance rendered that is necessary.
- 13th. Drive the oxen into the corral in the morning as soon as the teamsters can see to yoke, and travel till about 10 o'clock, A.M., varying an hour, more or less, according to camping ground. Remain in camp two or three hours and then make the evening drive. These rules are for conducting a loaded train.
- 14th. The same rules may be observed in an empty train, in regard to hitching up as early as you can see; but in this case travel until 7 or 9 o'clock, A.M., according to the time of getting off. As a

general thing, an empty train should not travel more than from six to eight miles, and a loaded train from seven to ten, according to camping ground. The hands should cook and eat in such time as to enable the train to hitch up again in an hour and a half to two hours, when you will make another drive of from six to eight miles, and then remain in camp three or four hours, as this is the warm part of the day, and this will give animals and men a chance to rest; then hitch up, always taking your stoutest cattle for the teams, and make an evening drive, which will sometimes throw you a little after dark in coming to camp. When arrived, turn out your cattle, put out your guard, and let the rest of the hands go to bed. This will give hands two meals a day, which is sufficient for men on the Plains, as they eat hearty and have strong diet.

- 15th. Before starting, see that the lock-chains are properly wrapped, so as to prevent cutting the spokes; and to keep them so during the whole trip, you should provide yourself with suitable gunny sacks before starting.
- 16th. Keep your wagons well greased, as a failure in this often ruins boxes; also, once a week, if not oftener, have a little grease put in the hook of each oxchain, in the gooseneck of the tongue, and in the yoke staples which have rings.
- 17th. Do not allow the men to whip their teams at all. The use of profane language is strictly forbidden. We expect our trains to observe the Sabbath, and whenever an opportunity occurs to hear preaching, embrace it. We want our men to pay due respect to all persons they meet on the road, whether Indians or Whites, as many difficulties often occur from abuse and insult offered to inoffensive people.
- 18th. The wagon master must see that all his orders are obeyed promptly, and exactly as given; if this be the case, he will be respected. And it is our wish that he should see that the hands cultivate a feeling of self respect and friendship, that nothing but the kindest feelings may exist among them. This is necessary for the wellbeing of every body of men associated together promiscuously, as they are with trains on the Plains.

- 19th. You will see by these rules that loaded trains ought to travel from fifteen to eighteen miles per day, the weather being ordinarily good, this being done in two drives, as heretofore written; and returning trains should travel from eighteen to twenty-one miles per day, in ordinary good weather, this being done in three drives, as heretofore stated.
- 20th. We will add that the statements made above are facts that have come under our personal observation during an experience of several years on the Plains; and we know them to be of indispensable importance, and that they must be strictly obeyed in order to follow the Plains with any success.

MS, Waddell Collection, Huntington Library.

WAGONMASTERS AND OTHERS
In Charge of Trains of Russell, Majors & Waddell
WILL BE GOVERNED BY THE FOLLOWING
RULES AND REGULATIONS

- 1st. Swearing, gambling and intemperance will not be allowed in camp or on the Plains.
- 2nd. The men are subject to the full control and orders of the wagon-master in charge, who has power to discharge men for violation of rules or failure of duty; furnishing each man with a note stating the cause of his discharge and statement of his account in the train book.
- 3d. In transferring men from one train to another, make a transfer also of accounts to the train book of such trains as they may join; but each transfer of men shall not take place unless actually necessary for the furtherance of trains.
- 4th. Keep no accounts in the train book when men trade with each other, as it produces confusion in their accounts at this office.
- 5th. If, from any cause, there be reason to suspect a man of running off, his outfit will be kept from him until his services are sufficient to pay for the same.

- 6th. The death of men, and the cause thereof, shall be entered in the train book at the proper date, and reported at the first station, and also to this office by letter.
- 7th. The outfits of men discharged for bad conduct shall be retained in the keeping of wagonmasters.
- 8th. No outfit of goods will be furnished men before the time of starting for the Plains.
- 9th. Wagonmasters will be registered at time of entering service, and the rate of wages in camp and on the Plains set down, and the same transferred to their train book at starting.
- 10th. They and the authorized agents on the road only shall have access to the train books; no one else shall write or mark in the same.
- 11th. Wagonmasters are not permitted to dispose of any cattle or other property; but, in case any cattle become unfit to continue the journey, they are authorized to leave them with some responsible party, taking their receipt for the same (for which blanks are furnished you), and also a duplicate receipt in train book, under its proper head.
- 12th. Upon starting, they will be charged with the cattle, wagons, yokes, chains, and all other property in their trains; and upon their return, they will be required to account for the same.
- 13th. They shall take a receipt for all property delivered on the road and at their destination, and report the same to this office, retaining a copy in the train book.
- 14th. They shall keep in the train book a regular list of cattle that may die, get lost, be ranched or left, and report the same to this office.
- 15th. They shall keep in the train book, in the proper place, an account of all orders given, stating the amount and for what purpose. They shall also keep a true account of all train expenses.
- 16th. They are allowed to make purchases for the men, on our account, and they must see that they are properly entered on each man's account in the train book.

- 17th. Full rations are furnished each train, with which it is expected the trip will be made. Should additional purchases be made on the road, they will be charged pro rata to the entire camp, unless it should be satisfactorily shown the deficiency was occasioned by unavoidable detention.
- 18th. Wagonmasters should make themselves familiar with the train book, and all these rules, regulations and instructions, by frequently reading the same. They should, also, make the men fully acquainted with the rules relating to them.
- 19th. Assistants are subject to the same rules and instructions that govern wagonmasters, in their relative places.

MS, Waddell Collection, Huntington Library.

*Speech of Alexander Majors Delivered at Nebraska City in 1858
on the Occasion of the Departure of the First Ox Train*

Ox Teamsters: I am a moral and religious man, and feel it my duty as a member of society to carry out and enforce as far as possible a wholesome moral influence; therefore I give every employee one copy of the Holy Bible to defend himself against moral contaminations, and also a pair of Colt's revolvers and a gun to defend yourselves against warlike Indians: and each of you are required to sign a contract to the effect that while in our employ you will not use profane language, nor get drunk, nor gamble, nor treat animals with cruelty, nor interfere with the rights of citizens or Indians, nor do anything ungentlemanly towards any one; and a violation of this agreement shall make you liable to a discharge and forfeiture of your wages.

We pay the highest prices that are paid for the services that you are now to engage in, and your good behavior is a part of the value that we receive for what we pay you.

If it were right to take a man's labor for nothing, which it is not, I would not allow any one of you to travel with one of our trains if you would board and find yourselves and work for nothing, and at the same time violate the rules of propriety just laid down for you.

It is my desire that our firm shall be a means of largely benefitting our employees while they are associated with us. To do this, we must have

rules and discipline for your government, which must be obeyed, otherwise there will be confusion, and your standard of morality will be lowered. There are two distinct kinds of influence that affect the children of men—what we call the bad, and the good. If men enjoy the genial and wholesome influences desired, they must be practically right in their lives. Otherwise the bad influence will take hold of them.

I desire you, wagon-masters, to be kind and gentle and dignified toward the men in your care, and for this your reward will be the respect and gentlemanly deportment of your men toward you.

I want you young men who are placed under these wagon-masters to obey them, and shall anything go wrong they will be held accountable for any blunders. Now, young gentlemen, you will observe by the rules established that I do not require you to sign a temperance pledge, but to keep from getting drunk. I will however, suggest that the only sure way to keep from getting drunk is not to drink at all.

If I had a weakness of that kind, and a man calling himself my friend invited me to drink, I would consider him more an enemy than a friend. There are some here who may say that they cannot refrain from the habit of swearing. Perhaps you have not thought of what a wicked thing profane swearing is.

Many young men have mistaken notions in regard to this practice. I may think it an accomplishment, while it is a shameful disgrace. It carries with it other evils that you would be ashamed to acknowledge that you are guilty of.

Many say it is the only bad habit they have—that they hate a liar or a coward. They forget that it is next to impossible to swear without commencing to lie. The greatest cowards in the world are the most profane and vulgar swearers. No man who calls upon the Almighty to damn his soul means what he says. If he did he would not be guilty of such blasphemy. Now, young gentlemen—you who think you cannot refrain from swearing—I will now tell you of the three positions where it would not be possible for you to swear. I will call with you upon your mother sitting at her center table with the old family Bible on it, and two or three other ladies with her. Could you introduce me to them and wind up with an oath? Not one of you is so degraded as to be guilty of doing so.

I will now go with you to church. We will place three Christian ministers in the pulpit, fill the pews with fathers and mothers and their little curly headed, blue eyed, and rosy cheeked boys and girls. Is there a gentleman among you that could bring out a profane word with such

surroundings? The next situation in which we will make the test will be in the position in which we are now associated. We are here in our rough costumes, we have the ox yoke, the huge wagon and log chain, and our situation is one that gives us nothing to bolster up or restrain us, but the manhood and remembrance of our good mothers and their advice. Now, young gentlemen, I will say to those who assert that they cannot help swearing I will cease speaking for two minutes, so as to give time for any man who is present who says that he cannot refrain from swearing to deliver himself from some of those huge oaths. [A pause.]

So now, not one of you seems burdened with a desire to swear. I thank you, young gentlemen, for standing the test, and pray that you may always maintain true integrity and refrain from profane practices. If perchance I meet one of your mothers I pray that she will not say to me that while you were in our employ you lost your good name, and my aim shall be to send you back to your homes with your habits and business qualifications better instead of lowered. Now, young gentlemen, in time of peril remember your fathers and mothers who raised you, and the God who sustains you.

"Reminiscences of W. W. Cox," *The Transactions and Reports of the State Historical Society of Nebraska*, Vol. V, p. 75ff. Quoted by permission of the publisher.

Appendix B

BY JAMES BUCHANAN, PRESIDENT OF THE UNITED STATES OF AMERICA:
A PROCLAMATION

Whereas the Territory of Utah was settled by certain emigrants from the States and from foreign countries, who have for several years past manifested a spirit of insubordination to the constitution and laws of the United States. The great mass of those settlers, acting under the influence of leaders to whom they seem to have surrendered their judgement, refuse to be controlled by any other authority. They have been often advised to obedience, and these friendly counsels have been answered with defiance. Officers of the federal government have been driven from the Territory for no offence but an effort to do their sworn duty. Others have been prevented from going there by threats of assassination. Judges have been violently interrupted in the performance of their functions, and the records of the courts have been seized and either destroyed or concealed. Many other acts of unlawful violence have been perpetrated, and the right to repeat them has been openly claimed by the leading inhabitants, with at least the silent acquiescence of nearly all the others. Their hostility to the lawful government of the country has at length become so violent that no officer bearing a commission from the chief magistrate of the Union can enter the Territory or remain there with safety; and all the officers recently appointed have been unable to go to Salt Lake or anywhere else in Utah beyond the immediate power of the army. Indeed, such is believed to be the condition to which a strange system of terrorism has brought the inhabitants of that region, that no one among them could express an opinion favorable to this government, or even propose to obey its laws, without exposing his life and property to peril.

After carefully considering this state of affairs, and maturely weighing the obligation I was under to see the laws faithfully executed, it

seemed to me right and proper that I should make such use of the military force at my disposal as might be necessary to protect the federal officers in going into the Territory of Utah, and in performing their duties after arriving there. I accordingly ordered a detachment of the army to march for the City of Salt Lake, or within reach of that place, and to act in case of need as a posse for the enforcement of the laws. But in the meantime the hatred of that misguided people for the just and legal authority of the government had become so intense that they resolved to measure their military strength with that of the Union. They have organized an armed force far from contemptible in point of numbers, and trained it, if not with skill, at least with great assiduity and perseverance. While the troops of the United States were on their march a train of baggage wagons, which happened to be unprotected, was attacked and destroyed by a portion of the Mormon forces, and the provisions and stores with which the train was laden were wantonly burnt. In short their present attitude is one of decided and unreserved enmity to the United States and to all their loyal citizens. Their determination to oppose the authority of the government by military force has not only been expressed in words, but manifest in overt acts of the most unequivocal character.

Fellow citizens of Utah, this is rebellion against the government to which you owe allegiance. It is levying war against the United States, and involves you in the guilt of treason. Persistence in it will bring you to condign punishment, to ruin and to shame; for it is mere madness to suppose that, with your limited resources, you can successfully resist the force of this great and powerful nation.

If you have calculated upon the forbearance of the United States—if you have permitted yourselves to suppose that this government will fail to put forth its strength and bring you to submission—you have fallen into a grave mistake. You have settled upon territory which lies geographically in the heart of the Union. The land you live upon was purchased by the United States and paid for out of their treasury. The proprietary right and title to it is in them, and not in you. Utah is bounded on every side by States and Territories whose people are true to the Union. It is absurd to believe that they will or can permit you to erect in their very midst a government of your own, not only independent of the authority which they all acknowledge, but hostile to them and their interests.

Do not deceive yourselves nor try to mislead others by propagating the idea that this is a crusade against your religion. The constitution

and laws of this country can take no notice of your creed, whether it be true or false. That is a question between your God and yourselves, in which I disclaim all right to interfere. If you obey the laws, keep the peace, and respect the just rights of others you will be perfectly secure, and may live on in your present faith or change it for another at your pleasure. Every intelligent man among you knows very well that this government has never, directly or indirectly, sought to molest you in your worship, to control you in your ecclesiastical affairs, or even to influence you in your religious opinions.

This rebellion is not merely a violation of your legal duty; it is without just cause, without reason, without excuse. You never made a complaint that was not listened to with patience. You never exhibited a real grievance that was not redressed as promptly as it could be. The laws and regulations enacted for your government by Congress have been equal and just, and their enforcement was manifestly necessary for your own welfare and happiness. You have never asked their repeal. They are similar in every material respect to the laws which have been passed for the other Territories of the Union, and which everywhere else (with one partial exception) have been cheerfully obeyed. No people ever lived who were freer from unnecessary legal restraints than you. Human wisdom never devised a political system which bestowed more blessings or imposed lighter burdens than the government of the United States in its operation upon the Territories.

But being anxious to save the effusion of blood, and to avoid the indiscriminate punishment of a whole people for crimes of which it is not probable that all are equally guilty, I offer now a full and free pardon to all who will submit themselves to the authority of the federal government. If you refuse to accept it, let the consequences fall upon your own heads. But I conjure you to pause deliberately and reflect well before you reject this tender of peace and good will.

Now therefore I, James Buchanan, President of the United States, have thought proper to issue this, my proclamation, enjoining upon all public officers in the Territory of Utah to be diligent and faithful, to the full extent of their power, in the execution of the laws; commanding all citizens of the United States in said Territory to aid and assist the officers in the performance of their duties; offering to the inhabitants of Utah who shall submit to the laws a free pardon for the seditions and treasons heretofore by them committed; warning those who shall persist, after notice of this proclamation, in the present rebellion against the United States, that they must expect no further lenity, but look to be

rigorously dealt with according to their deserts; and declaring that the military forces now in Utah, and hereafter to be sent there, will not be withdrawn until the inhabitants of that Territory shall manifest a proper sense of the duty which they owe to this government.

In testimony whereof, I have hereunto set my hand, and caused the seal of the United States to be affixed to these presents.

[L.S.] Done at the city of Washington the sixth day of April, one thousand eight hundred and fifty-eight, and of the independence of the United States the eighty-second.

James Buchanan.

By the President: Lewis Cass, Secretary of State.

Jesse A. Gove, *The Utah Expedition, 1857-1858* (Concord, New Hampshire: New Hampshire Historical Society, 1928), pp. 229-233. Quoted by permission of the publisher.

PROCLAMATION BY THE GOVERNOR

CITIZENS OF UTAH

We are invaded by a hostile force who are evidently assailing us to accomplish our overthrow and destruction.

For the last twenty five years we have trusted officials of the Government, from Constables and Justices to Judges, Governors, and Presidents, only to be scorned, held in derision, insulted and betrayed. Our houses have been plundered and then burned, our fields laid waste, our principal men butchered while under the pledged faith of the government for their safety, and our families driven from their homes to find that shelter in the barren wilderness and that protection among hostile savages which were denied them in the boasted abodes of Christianity and civilization.

The Constitution of our common country guarantees unto us all that we do now or have ever claimed.

If the Constitutional rights which pertain unto us as American citizens were extended to Utah, according to the spirit and meaning thereof, and fairly and impartially administered, it is all that we could ask, all that we have ever asked.

Our opponents have availed themselves of prejudice existing against us because of our religious faith, to send out a formidable host to accomplish our destruction. We have had no privilege, no opportunity of defending ourselves from the false, foul, and unjust aspersions against us before the nation. The Government has not condescended to cause an investigating committee or other person to be sent to inquire into and ascertain the truth, as is customary in such cases.

We know those aspersions to be false, but that avails us nothing. We are condemned unheard and forced to an issue with an armed, mercenary mob, which has been sent against us at the instigation of anonymous letter writers ashamed to father the base, slanderous falsehoods which they have given to the public of corrupt officials who have brought false accusation against us to screen themselves in their own infamy; and of hireling priests and howling editors who prostitute the truth for filthy lucre's sake.

The issue which has been thus forced upon us compels us to resort to the great first law of self preservation and stand in our own defence, a right guaranteed unto us by the genius of the institutions of our country, and upon which the Government is based.

Our duty to ourselves, to our families, requires us not to tamely submit to be driven and slain, without an attempt to preserve ourselves. Our duty to our country, our holy religion, our God, to freedom and liberty, requires that we should not quietly stand still and see those fetters forging around, which are calculated to enslave and bring us in subjection to an unlawful military despotism such as can only emanate (in a country of Constitutional law) from usurpation, tyranny, and oppression.

Therefore I, Brigham Young, Governor and Superintendent of Indian Affairs for the Territory of Utah, in the name of the People of the United States in the Territory of Utah,

1st—Forbid all armed forces, of every description, from coming into this Territory under any pretence whatever.

2nd—That all the forces in said Territory hold themselves in readiness to march, at a moment's notice, to repel any and all such invasion.

3rd—Martial law is hereby declared to exist in this Territory, from and after the publication of this Proclamation; and no person shall be allowed to pass or repass into, or through, or from this Territory, without a permit from the proper officer.

Given under my hand and seal at Great Salt Lake City, Territory of Utah, this fifteenth day

of September, A.D. Eighteen hundred and fifty seven and of the Independence of the United States of America the eighty second.

BRIGHAM YOUNG.

Jesse A. Gove, *The Utah Expedition, 1857-1858* (Concord, New Hampshire: New Hampshire Historical Society, 1928), p. 60. Quoted by permission of the publisher.

Contract Between Captain Thomas L. Brent, Assistant Quartermaster United States Army and Alexander Majors, William H. Russell, and William B. Waddell . . . Under the Firm and Style of Majors & Russell, February 25, 1857.

Articles of Agreement made and entered into at Fort Leavenworth, Kansas Territory, on the 25th day of February, one thousand eight hundred and fifty-seven, between Captain Thomas L. Brent, assistant quartermaster United States Army, for and on behalf of the United States, of the one part, and Alexander Majors, William H. Russell, and William B. Waddell, of the State of Missouri, trading under the firm and style of Majors & Russell, of the other part:

This agreement witnesseth, that the said Captain Thomas L. Brent, for and on behalf of the United States, and said firm of Majors & Russell, for themselves, their heirs, executors, and adminis, have covenanted and agreed and by these presents do mutually covenant and agree to and with each other as follows, viz:

I. That the said firm of Majors & Russell shall receive at any time in any of the months subsequent to the date of this agreement, during the year one thousand eight hundred and fifty-seven, from the officer of the quartermaster's department at Fort Leavenworth and Fort Riley in the Territory of Kansas, Fort Union, in the Territory of New Mexico and the town of Kansas in the State of Missouri or any of them, such military stores and supplies as may be turned over to them in good order and condition by the officer of the quartermaster's department at either of the above points, and transport the same with all practicable dispatch, and deliver them in like good order and condition to the officer of the quartermaster's department at any or all military posts or depots which are now or may be established in the Territories of Kansas and New Mexico, including El Paso del Norte and posts in that vicinity, in the territory known as the Gadsden Purchase, and in the Territory of Utah south of latitude forty, according the instructions they may receive from the officer of the quartermaster's department on duty either at Fort

Leavenworth or other place of shipment; and for the faithful performance of such service shall be paid in the manner hereinafter provided, and at the rates specified in tabular statement herewith annexed, signed by the parties to this agreement, and marked number one.

II. That the said firm of Majors & Russell shall receive at any time in any of the months subsequent to the date of this agreement, during the year one thousand eight hundred and fifty-seven, from the officer of the quartermaster's department at Fort Leavenworth and Fort Riley, in the Territory of Kansas, Fort Laramie, in the Territory of Nebraska, or any point at which a depot may be established on the west bank of the Missouri river, north of Fort Leavenworth and south of latitude forty-two, such military stores and supplies as may be turned over to them in good order and condition, by the officer of the quartermaster's department at either of the above points, and transport the same with all practicable dispatch, and deliver them in like good order and condition, to the officer of the quartermaster's department at any posts or depots which are now or may be established in the Territory of Nebraska, south of latitude forty-four; and in the Territory of Oregon, south of latitude forty-four; and in the Territory of Utah, north of latitude forty, and as far west as longitude one hundred and thirteen, according to the instructions they may receive from the officer of the quartermaster's department on duty either at Fort Leavenworth or other place of shipment; and for the faithful performance of such service shall be paid in the manner hereinafter provided, and at the rates specified in tabular statement herewith annexed, signed by the parties to this agreement, and marked number two.

III. That the said firm of Majors & Russell agree and bind themselves to transport, under this agreement, from the posts or depots named in each of articles first and second, collectively, any number of pounds of military stores and supplies from fifty thousand pounds to five million pounds; and should they be required to transport in any one train a less quantity than fifty thousand pounds, they hereby agree to do so, provided a suitable escort for the protection of the supplies and means of transportation be furnished by the United States; but whenever required to transport fifty thousand pounds or more, then no escort shall be required by the said firm.

IV. Should it be necessary for the United States to make any change in the destination of stores and supplies, after they shall have been

loaded, or divide the train employed in their transportation, and such division or change shall reduce the freight in either portion of such train to a weight less than fifty thousand pounds, then a suitable escort shall be furnished by the United States, as provided in articles third of this agreement, for the portion or portions so reduced.

V. That the said firm of Majors & Russell agree and bind themselves to employ and have at Santa Fe, New Mexico, or its vicinity, and at Fort Laramie, Nebraska Territory, suitable persons to act as their agents, to whom notice shall be given by the United States of the stores which the said firm will be required to transport from Fort Union, in the Territory of New Mexico, and Fort Laramie, in the Territory of Nebraska; but for the stores to be transported from any of the points named in articles first and second of this agreement, except the two points named in this article, notice shall be given by the United States to said firm at Leavenworth City, Kansas Territory.

VI. In order that the said firm of Majors & Russell shall be in readiness to meet the demands that may be made upon them for the service required under this agreement, due notice shall be given them of the quantity of stores to be transported at any one time; when, and what point they shall receive said stores, and the point of their destination; ten days notice being given for a quantity weighing less than three hundred thousand pounds; twenty days notice for a quantity weighing not less than three hundred thousand pounds and not more than six hundred thousand pounds; twenty-five days notice for a quantity weighing not less than six hundred thousand pounds and not more than one million pounds; forty days notice for a quantity weighing not less than one million pounds and not more than two million five hundred thousand pounds; and sixty days notice for a quantity weighing not less than two million five hundred thousand pounds and not more than five million pounds. Provided, however, that when stores are to be transported from Fort Laramie, in the Territory of Nebraska, and Fort Union, in the Territory of New Mexico, (except upon the arrival of a train or trains sufficient to transport such stores,) an increase upon the above time of notice, equal to fifty per centum, shall be given to the agents mentioned in article fifth of this agreement.

VII. All military stores and supplies that shall be transported under articles first and second of this agreement, destined to Fort Union and points beyond, or to Fort Laramie and points beyond, shall be consigned to Forts Union and Laramie; and receipts shall be given by the

officer for the full amount of stores that shall be delivered; and upon such receipt payment shall be made to the said firm of Majors & Russell, as hereinafter provided; and for the stores that may require to be forwarded from either of said places of consignment, the bills of lading shall be executed at the same rate as if the stores had been originally consigned to their new destination, provided they are sent forward without delay.

VIII. That all the means of transportation to be used by the said firm of Majors & Russell, under this agreement, shall be submitted to the officer of the quartermaster's department or his agent, at the place from whence stores are to be transported, and such only shall be used as may be then and there accepted.

IX. In all cases where stores have been received by the said firm of Majors & Russell under this agreement, for transportation, and on their arrival at the point of destination there is a supposed deficiency in the amount of stores as stated in the bill of lading, a board of survey will be called to examine into the matter; and should the board find that all the packages are delivered and in good order, and that the deficiency in weight has not been caused by any fault of the contractors, then they shall be paid according to the bill of lading. But in cases where the loss, damage, or deficiency of said stores shall be adjudged by the said contractors, then they shall pay the cost price at place of shipment for such loss, damage, or deficiency.

X. It is understood between the parties to this agreement that the distance from Fort Leavenworth to Fort Union shall be fixed at seven hundred miles; from Fort Leavenworth to Fort Kearny, three hundred miles; and from Leavenworth to Fort Laramie, six hundred miles; but the distances from and to any other point shall be decided by actual measurement or such other reliable manner as the parties may agree to receive, and the said firm of Majors & Russell agree to transport the stores herein provided for, and receive pay agreeably to such measurement or otherwise ascertained distances.

XI. It is further understood between the parties to this agreement that the said firm of Majors & Russell shall transport all the military stores and supplies for which the quartermaster's department may require transportation, by contract, in the year one thousand eight hundred and fifty-seven, to and from the places mentioned in articles first and second of this agreement, provided the weight of such military stores and supplies shall not exceed the number of pounds named in article third

of this agreement. Yet nothing herein shall be so construed as to forbid or prevent the United States from using its own means of transportation for such service whenever it may be deemed advisable so to do.

XII. For and in consideration of the faithful performance of the stipulations of this agreement, the said firm of Majors & Russell shall be paid at the office of the assistant quartermaster, United States Army, at Fort Leavenworth, at the rates specified in tabular statements herewith annexed, signed by the parties to this agreement, and marked No. 1 and No. 2, either by drafts upon the assistant treasurer of the United States at St. Louis, Missouri, or upon the assistant treasurer of the United States at New York city, or in specie (if equally convenient to the quartermaster's department at Fort Leavenworth,) as the said firm may elect.

XIII. It is expressly understood that no member of Congress shall be admitted to any share or part in this contract or agreement, or any benefit arise therefrom.

In witness whereof the undersigned have hereunto placed their hands and seals the day and date above written.

Benjamin C. Card	}	Thomas L. Brent	[Seal]
Chas. Munde		Captain a. q. m.	
Witnesses as to Capt. T. L. Brent.	}	Alex. Majors	[Seal]
		Wm. H. Russell	[Seal]
Joseph B. Terry	}	W. B. Waddell	[Seal]
E. W. Bedford			
Witnesses as to A. Majors and William H. Russell.	}		
Joseph B. Terry	}		
E. W. Bedford			
Witnesses as to Wm. B. Waddell.	}		

Tabular Statement Number One

Schedule of prices per hundred pounds per hundred miles to be paid to Majors & Russell, contractors for the transportation of military stores and supplies under article first of an agreement between Captain

Thomas L. Brent, a. q. m., on behalf of the United States and the said firm of Majors & Russell, bearing date at Fort Leavenworth, Kansas Territory, on the 25th day of February 1857.

Period of starting from points named in articles
first of the agreement above referred to and rates of payment

Names of posts or places	From May 1 to June 30	From July 1 to 31	From Aug. 1 to 31	From Sept. 1 to 30	From Oct. 1 to Nov. 30	From Dec. 1 to Feb. 28	From Mar. 1 to 31	From Apr. 1 to 30
To Fort Union and intermediate posts	\$1.12	\$1.14	\$1.70	\$2.15	\$2.80	\$3.50	\$2.80	\$2.00
From Fort Union to any other points in New Mexico	\$1.40	\$1.40	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80

Benjamin C. Card
Charles Mundee
Witnesses as to Captain T. L. Brent

Thomas L. Brent, Captain
Assistant Quartermaster

Joseph B. Terry
E. W. Bedford
Witnesses as to Alex. Majors and
William H. Russell

Alex. Majors
William H. Russell
William B. Waddell

Joseph B. Terry
E. W. Bedford
Witnesses as to W. B. Waddell

Tabular Statement Number Two

Schedule of prices per hundred pounds per hundred miles to be paid to Majors & Russell, contractors for the transportation of military stores and supplies under article second of an agreement between Captain Thomas L. Brent, Assistant Quartermaster, on behalf of the United States and the said firm of Majors & Russell bearing date at Fort Leavenworth, Kansas Territory.

Period of starting from points in article second of the agreement above referred to, and rates of payment

Names of posts or places	From May 1 to June 30	From June 1 to July 31	From Aug. 1 to Aug. 31	From Sept. 1 to Sept. 30	From Oct. 1 to Nov. 30	From Dec. 1 to Feb. 28	From Mar. 1 to Mar. 31	From Apr. 1 to Apr. 30	Miles
To Fort Kearny and intermediate points	\$1.25	\$1.25	\$1.60	\$2.00	\$2.90	\$3.55	\$2.90	\$2.10	300
To Fort Laramie and intermediate points beyond Fort Kearny	\$1.25	\$1.30	\$1.80	\$2.20	\$2.90	\$3.55	\$2.90	\$2.10	600
To Great Salt Lake City and intermediate points beyond Fort Laramie	\$1.27	\$1.30	\$1.80	\$2.20	\$2.90	\$3.55	\$2.90	\$2.10	

Benjamin C. Card
Chas. Mundee
Witnesses as to Captain T. L. Brent

Thomas L. Brent
Captain, a. q. m.

Joseph B. Terry
E. W. Bedford
Witnesses as to Majors & Russell

Alex. Majors
Wm. H. Russell
W. B. Waddell

Joseph B. Terry
E. W. Bedford
Witnesses as to Waddell

The National Archives, Records of the War Department, Office of the Quartermaster General, Consolidated File.

Appendix C

Memorandum of agreement between Jones, Russell & Co., and J. M. Hockaday and J. M. Hockaday & Co., made this 11th day of May, 1859, at Leavenworth City, Kansas Territory, as follows:

The said J. M. Hockaday & Co., sell to the said Jones, Russell & Co., his or their contract for carrying the mail from St. Joseph, Missouri, to Great Salt Lake City, to be turned over to them on the 15th instant, on the following terms and conditions, to wit: First. A bonus of fifty thousand dollars, all mules, coaches, wagons, and harness, used for transporting for the mail line, and all other things connected with the carrying of said mail, including the cost of all improvements at the stations *en route*, houses, corrals, farming utensils, land broken, &c., at any indefinite sum to be reached by a valuation, which the parties hereto may mutually agree upon hereafter, *paid, and to be paid* as follows: The said Hockaday & Co., receive, as part payment, the balance due upon the present quarter from the 15th instant—being twenty-three thousand seven hundred and fifty dollars. Fifteen thousand dollars in an acceptance of Jones, Russell & Co., payable in New York, four months from the 15th instant; thirty-six thousand two hundred and fifty dollars in cash, from the 1st to the 10th day of September, 1859, the balance in the acceptance of Jones, Russell & Co., in three equal installments of four, eight, and twelve months, payable in eight and twelve months from the 15th instant; the first in four months from the time of the ascertainment of the valuation to be hereafter made. Further, it is agreed between the parties hereto, that the said mail shall be run through Atchison, Kansas Territory, unless a change is ordered by the Post Office Department unsolicited. It is expressly agreed that any failure on the part of Jones, Russell & Co., after they take possession of the line, shall not diminish the amount due as per contract on the 30th of June for said period. The said Hockaday, and Hockaday & Company, in the execution of said contract, so far as the same may be necessary in its per-

formance, and no further; and the said John M. Hockaday further agrees to give his personal aid and influence to secure the interests of Jones, Russell & Company, before Congress for an increased compensation for carrying said mail, so far as he can, with convenience to his own business interests, the said Jones, Russell & Company, agrees to pay him a liberal compensation therefor in case of success. It is expressly understood that the said J. M. Hockaday and J. M. Hockaday & Company, sell, assign, and set over with said contract, all claim or claims in behalf of the same before Congress or the department.

Witness our hand seals this 11th day of May, A.D. 1859, at Leavenworth City, Kansas Territory.

Jones, Russell & Company [L.S.]

J. M. Hockaday [L.S.]

J. M. Hockaday & Company [L.S.]

William H. Russell [L.S.]

Witness: D. R. Risley.

Witness as to W. H. Russell: Jos. Roberson

Kansas Historical Quarterly, XIII (1944-1945), 487-488. Quoted by permission of the publisher.

*Contract Between William H. Russell, Alexander Majors, W. B. Waddell,
and Robert B. Bradford to form R. B. Bradford & Co.*

Articles of copartnership made and entered into the twenty-third day of August A.D. 1859, between Wm. H. Russell, Alex. Majors and Wm. B. Waddell composing the firm of Russell, Majors and Waddell, of the County of Leavenworth and Territory of Kansas of the first part and Robt. B. Bradford of the County of Johnson and state of Missouri of the second part. Witnesseth.

The party of the first part have furnished a stock of goods, wares and merchandise which are now "enroute" for "Pikes Peak," gold mines, which the party of the second part agrees to take charge of in the name of R. B. Bradford and Co., and to conduct, control and manage as the party of the first part may from time to time direct or advise. And furthermore the party of the first part agree to pay the party of the second part one third of all profits arising from said adventure and hold him harmless against loss. The goods to be furnished at Leavenworth at cost and charges delivered at the mines at the rate of ten cents per

pound for those gone forward and for the train to follow. In testimony we have hereto subscribed our names. Russell, Majors and Waddell.

W. B. Waddell

Alex. Majors

Wm. H. Russell

R. B. Bradford.

MS, Waddell Collection, Huntington Library.

*Contract Between William H. Russell, Alexander Majors,
and William B. Waddell and John S. Jones et al to Pur-
chase the Leavenworth & Pike's Peak Express Company*

Territory of Kansas

County of Leavenworth

Know all men by these presents that whereas William H. Russell, Alexander Majors and William B. Waddell, firm doing business in the County of Leavenworth, Territory of Kansas as Russell, Majors and Waddell have this day purchased of John S. Jones, William H. Russell, Luther R. Smoot, John W. Russell, Benjamin F. Ficklin, firm doing business under the name of Jones, Russell and Co., all their goods, wares, merchandise, real estate, accounts, choses in action, and so forth either as Jones, Russell and Co. or as the Pike's Peak Express Co., also all their right, benefit, interest and so forth as to the Utah Mail Company as will more fully appear by reference to instrument to such effect also of this date recorded in the Office of the Register of Deeds in and for Leavenworth County as aforesaid; and whereas the said Russell, Majors and Waddell desire to associate others with themselves and form or organize a company by incorporation or otherwise for the purpose of carrying, conveying, or transporting goods, wares, or merchandise also passengers to Pike's Peak or elsewhere and to carry the mail to and from Utah or to and from any other point and whereas in view of the premises they have agreed, that they with others shall be and compose such a company for the purposes aforesaid, agreeing that the capital stock of such company shall consist of the sum of two hundred thousand dollars, \$200,000, to be divided in shares of five thousand dollars, \$5,000, each and whereas the following amount of said stock has been assumed by the following persons to wit; the said W. B. Waddell, two shares or ten thousand dollars thereof, the said, Alexander Majors two shares or ten thousand dollars thereof,

and John W. Russell has assumed two shares or ten thousand dollars thereof, John S. Jones four shares or twenty thousand dollars thereof, leaving a balance of thirty shares or one hundred fifty thousand dollars thereof, the property of and at the disposal of the said William H. Russell; wherefore to the end of the speedy formation of such company, We, the said William B. Waddell, Alexander Majors, John W. Russell, John S. Jones, hereby authorize and empower the said William H. Russell for us and with us to associate other person and persons for the purpose aforesaid and hereby authorize him to transfer his stock as herein above referred to such person or persons as he may think proper so as to effect a speedy perfect and legal organization of a company for the purposes aforesaid by whatsoever name or style he may see fit hereby giving, granting and confirming unto the said William H. Russell as full power in the premises as each one of us by virtue of our assumed amount of stock might or could exercise if personally present hereby confirming and ratifying whatsoever he may do in the premises and permitting him hereby to use our name to the extent of the amount of stock individually by us assumed as aforesaid; also hereby authorizing the said William H. Russell to do all acts and cast any vote or votes that may become necessary or proper as fully as we could do by virtue of such stock as aforesaid so as to effect a legal and speedy organization of such company. It is further a condition hereunto that when said company shall be organized the said John S. Jones shall be superintendent thereof at a salary of three thousand dollars per annum, also that the said contemplated company as they now exist, and when the same shall be organized John W. Russell shall be secretary thereof at a salary of eighteen hundred dollars per annum said salary to commence from the date of these presents.

Signed. Oct. 28, '59.

MS, Waddell Collection, Huntington Library.

Act of Incorporation
of the
CENTRAL OVERLAND CALIFORNIA & PIKE'S PEAK
EXPRESS COMPANY

Be it enacted by the Council and House of Representatives of the
Territory of Kansas:

Section 1. That William H. Russell, John S. Jones, Benjamin F. Ficklin, Alexander Majors, Benjamin C. Card, Webster M. Samuel,

Jerome B. Simpson, William B. Waddell, William S. Grant, Luther R. Smoot, John W. Russell, Joseph A. Monheimer, and their associates, successors and assigns, be and they hereby are declared to be a body corporate and politic, by the name "THE CENTRAL OVERLAND CALIFORNIA AND PIKE'S PEAK EXPRESS COMPANY," and by such name shall have continual succession, and shall have power to sue and be sued, complain and defend in any court of law or equity, and may make and use a common seal, and change the same at pleasure, and shall have power to purchase, hold, mortgage and convey any estate or property, real or personal, for the use and benefit of the said corporation, and to take, hold or dispose of mortgages on any real estate, chattels or tenements.

Section 2. The capital stock of said company shall be five hundred thousand dollars, and shall be divided into shares of one hundred dollars each, and in case the said capital stock be found insufficient for its purposes, such company may increase its capital stock, from time to time, to such amount as may be deemed necessary for the purpose aforesaid. Such increase must be sanctioned by a vote, in person or by proxy, of two-thirds in amount of all the stockholders, of the company present or represented at a meeting of such stockholders, called by the directors of the company for that purpose, by a notice in writing to each stockholder whose name appears on the transfer book of said company, thirty days prior to such meeting, such notice to be served on him personally, or by depositing the same, properly folded, and directed to him, at the post office nearest to his usual or reputed place of residence, and paying the postage thereon in the post office, at least thirty days prior to such meeting. Such notice must state the time and place of the meeting, and its object, and the amount to which it is proposed to increase the capital stock. The proceedings of such meeting must be entered on the minutes of the proceedings of the company. And thereupon, the capital stock of the company may be increased to the amount sanctioned by a vote of two-thirds in amount of all the stockholders of the company present or represented at such meeting as aforesaid. The capital stock of the said corporation shall be deemed personal property, and may be called in, collected and transferred in such manner as the said company may by its by-laws direct.

Section 3. The said company may commence business as soon as its capital stock shall be fully subscribed for; and on such subscriptions being complete, any two of the subscribers to said stock may call a

general meeting of the stockholders of the said company, by serving a notice, signed by them, of the time and place of such meeting, twenty days at least before the time of holding the same, on each stockholder, personally, or by leaving it at his residence, or by putting the same in the post office at Leavenworth City directed by him at his usual or reputed place of residence, and paying the postage thereon; Provided, however, that any other mode or time of calling said meeting shall be lawful if all the stockholders consent thereto in writing, or are represented thereat. At the meeting convened as aforesaid, the said company shall elect, by a majority of votes there present or represented, not less than three nor more than nine persons, being stockholders of the said company, to act as Directors of said corporation, who shall represent the said company and manage the business thereof.

In the election of Directors, and the transaction of all business at all meetings of the stockholders, each stockholder shall be entitled to one vote, personally or by proxy, on every share appearing by the transfer book to have been held by him thirty days previous to any such election. Vacancies in the board of directors shall be filled in such manner as shall be prescribed by the by-laws of the corporation.

Section 4. At the first meeting of the said Board of Directors after their election, they shall elect one of their number as President of the said corporation, and may elect a Vice-President and such other officers as they may deem advisable.

The Directors of this company shall hold their offices for the term of one year, and until others are chosen.

Section 5. In case it shall at any time happen that an election of Directors be not made at the time designated, or on the day when by the by-laws of the said company it ought to be done, it shall and may be lawful on any other day to hold an election for Directors, in such manner as above provided for, or as shall be directed by the by-laws of the company; and in case any annual meeting of stockholders shall not be held, by reason of any neglect of the Directors, it shall be in the power of any stockholders holding one hundred shares of the capital for other purposes, by giving the notice as hereinbefore prescribed, and for that purpose they shall have access to the stock list and transfer books of the said company, and all information necessary to the giving of such notice.

Section 6. And be it further enacted: That the Directors of such company for the time being shall have power to make and prescribe

such by-laws, rules and regulations as they shall deem proper, respecting the management and disposition of the stock, property, and estate of such company, the duties of the officers, agents, artificers and servants by them to be employed, the election of Directors, and all such matters as appertain to the concern of the said company, to appoint such and so many officers, clerks and servants for carrying on the business of the said company, and with such salaries or wages as to them shall seem reasonable, provided such by-laws be not inconsistent with any existing law.

Section 7. The said company shall have power to establish, maintain and operate any express, stage, passenger or transportation route or routes, by land or water, for the conveyance of persons, mail and property from, to and between any place in Kansas and any place in or beyond the limits of Kansas, and to create and organize branch companies for the same purpose, and to build, hire, establish and maintain storehouses, warehouses and other buildings, for the safe keeping of goods, wares and merchandise, and other property, and the transaction of business and for other purposes; and shall have power of exploring for minerals, and of mining gold and other ores and metals, and cleaning, refining and manufacturing the same, and assaying gold or other precious metals, with power to purchase, lease, hire and hold, or let and convey such mines or mining rights, and real and personal estate, as may by said corporation be deemed necessary or advantageous for exploring, mining, conveying, cleansing, refining and manufacturing such ores, and to sell, lease and mortgage the same, or any part thereof.

And for the purpose of facilitating exchanges between the several places at which the said corporation may transact business, the said company shall have power to draw, make, accept and endorse or guarantee drafts or bills of exchange, and buy, sell and negotiate the same, and of receiving coin, money, gold or other valuables on deposit, at any of their places of business, and making money orders for the payment or delivery of the same at any other place at which they may do business.

Section 8. That the principal office of the said company shall be kept at Leavenworth City, unless the same shall be changed by the vote of two-thirds of the Directors, at a meeting called for that purpose; and the said company may establish as many branch and local offices as their business may require, or may be deemed necessary.

Section 9. The meeting of the Board of Directors of said company shall be held at the principal office of the said company, or at such other

place as the by-laws or the Board of Directors may designate, and the said company may hold meetings, either of its shareholders or Directors, for the transaction of business at any place within the limits of the United States which the by-laws of the said company may designate, or which a majority of the Directors, with the approval of the President, may appoint.

Section 10. The surplus of unemployed funds of the said company may be invested in real estate, or in bonds, or in notes secured by mortgage on real estate, or in the stocks of the United States Government or of Kansas, or otherwise, as the Board of Directors may designate.

Section 11. If the said company shall have had unclaimed freight or baggage, not perishable, in its possession for the period of at least one year, it may proceed and sell the same at public auction, after giving notice to that effect in one or more newspapers published at Leavenworth City, or at the place where such goods are to be sold, once a week for not less than four weeks, and shall also keep a notice for such sale posted for the same time in a conspicuous place in the principal office of the said company. In case such unclaimed freight or baggage shall, in its own nature or condition, be deemed perishable, then the same may be sold as soon as it can be, at the best terms that can be obtained therefor. (Said notice shall contain as near as practical a description of such freight or baggage, the place and time when left, together with the name of the owner of the freight or baggage, or person to whom consigned, if the name be known.) All moneys arising from the sale of freight or baggage as aforesaid, after commissions for selling the property, and any amount previously paid for advances on such freight or baggage, shall be held by the said company in trust for reclamation by the persons entitled or who may become entitled to receive the same; and the said company shall keep books of record of all such sales as aforesaid, containing copies of such notices, proofs of advertisement and posting, affidavit of sale, with the amount for which each parcel was sold, the total amount of charges against such parcel, and the amount held in trust for the owner, which book shall be open to inspection by claimants at the principal office of the said company.

Section 12. The said corporation shall also have power to make insurance on lives, to grant and purchase annuities, to make any other contingent contract involving the interest of money and the duration of

life, to receive moneys in trust, to accumulate the same at such rate of interest as may be obtained or agreed on, or to allow such interest thereon as may be agreed on, not exceeding in either case the legal rate, to accept and execute all such trusts of every description as may be committed to them by any person or persons whatsoever, or as may be transferred to them by order of any court or judge.

No bond or other collateral security shall be required from the said company when appointed guardian or receiver, but all investments of moneys received by the said company in either of such characters shall be at the sole risk of the said corporation, and for all losses of such money the capital stock, property and effect of the said corporation shall be absolutely liable.

Section 13. The said company may at any time change its name, provided such change is directed by a majority of the Directors thereof, at a meeting duly convened, and is approved by the President thereof, and provided such change be also approved by a vote of the next regular meeting of the stockholders of the said company, or by a meeting of such stockholders duly convened for that purpose, whereupon the said corporation shall do business by its new name, and plead and be impleaded thereby; and all the provisions of this Act shall apply to the said corporation after such change of name, as if such new name had originally been inserted in this Act, instead of the name by which it is above designated, and such change shall not affect any rights, legal or equitable, in favor of or against the said corporation.

Notice of such change of name shall be published for at least four weeks in two newspapers published at the place where the principal office of the company is at the time located, and in such other papers as the President may direct.

Section 14. This Act shall take effect immediately.

An Act to Incorporate the Central Overland California & Pike's Peak Express Company, 1860. *Laws of Kansas Territory* (1859), pp. 254-259. Author's Library.

*Section of the Post Office Appropriation Bill, March 2, 1861,
Providing for the Daily Overland Mail*

Sec. 9. And be it further enacted, That in lieu of the daily service on the central route provided by the act entitled "An act for the establish-

ment of post routes" approved February 27th, 1861, the Postmaster-general is hereby directed to discontinue the mail service on route number 12,578, from St. Louis and Memphis to San Francisco, California, and to modify the contract on said route subject to the same terms and conditions only as hereinafter provided, said discontinuance to take effect on or before July 1, 1861. The Contractors on said route shall be required to transport the entire letter mail six times a week on the Central route, said letter mail to be carried through in twenty-three days the remaining four months of the year, from some point on the Missouri River connected with the East, to Placerville, California, and also to deliver the entire mails tri-weekly to Denver City, and Great Salt Lake City; said contractors shall be required to carry the residue of all the mail matter in a period not exceeding thirty-five days, with the privilege of sending the latter semi-monthly from New York to San Francisco in twenty-five days by sea, and the public documents in thirty-five days. They shall also be required, during the continuance of their contract, or until the completion of the overland telegraph, to run a pony express semi-weekly at a schedule time of ten days eight months and twelve days four months, carrying for the Government free of charge, five pounds of mail matter with the liberty of charging the public for transportation of letters by said express not exceeding one dollar per half ounce. For the above service said contractors shall receive the sum of one million dollars per annum; the contract for such service to be thus modified before the 25th of March next, and expire July 1, 1864.

U.S. Statutes at Large, Vol. XII, p. 206.

*Contract Between William H. Russell representing the
Central Overland California & Pike's Peak Express Company,
and William B. Dinsmore, representing the
Overland Mail Company*

This memorandum of contract—witnesseth—that whereas in the last session of the 36th Congress a law was passed authorizing the Postmaster Gen'l to make certain modifications in the contract mail service on route 12,578—among others changing their route to what is known as the Central or Salt Lake Route—to be accepted by the contractors.

And whereas the Overland Mail Company now performing the service and the recognized contractors on said route have accepted said modifications, and entered into a contract with the Postmaster Gen'l for the performance of service under said act of Congress—a copy of which contract is hereto appended and made a part of this agreement. And whereas it has been agreed that "The Central Overland and Pike's Peak Express Company" shall perform a part of said service: now these presents witness—that the said Express Company acting by William H. Russell its president and duly authorized by its Board of Directors, party of the first part, and the said Overland Mail Company acting by William B. Dinsmore its president duly authorized by its Board of Directors, party of the second part, do mutually agree as follows.

1st—Said first party agree to perform the entire service between the eastern terminus and Salt Lake City and to furnish facilities to accommodate travel both "through" and "local." The second party to perform the balance of the service and to afford like facilities and to pay over to the first party quarterly as it shall be received from the government and no sooner mail pay at the rate of Four Hundred and Seventy Thousand dollars per annum, after deducting therefrom one half the amount of sea service.

2nd—The passenger business and Express business to be divided as follows—the local passenger and express business of the first party to be divided seventy per cent to the first party and thirty per cent to the second party. And the local business of the second party to be retained by them entire. Settlements are to be made quarterly and all accounts balanced. Business going only part way on both divisions charged as local and price to be fixed by the parties.

3rd—Each party is to pay all fines occasioned by failures on their respective divisions. The division of time to be as follows—on the 20 day schedule the first party has 12 days and the second party has 8 days. On the 23 day schedule the first party has 14 days and the second party 9 days—and a like ratio on the 35 day schedule.

4th—The receipts from Pony Express to be divided equally. Each party as in carrying the mail paying their own expenses on their divisions.

5th—A general superintendent, to be appointed by the second party and paid equally by the two parties, shall have general charge and supervision of the eastern line, as far as to see that the service is properly performed, but is not to interfere with the management and detail of the first party's division.

6th—The Superintendent or other authorized agent of the second party shall have the right to examine the books of the first party in which are kept the accounts for this division—and an agent shall be kept at Fort Kearny, paid equally by both parties who shall copy way bills and attend to the business of both parties.

7th—The second party reserves the right and privilege of making an exclusive contract for the Express business with Wells Fargo & Co., for all business going from the East to any point west of Salt Lake City and for all business originating west of Salt Lake City going east—at a fair compensation—said business shall be called through business and divided as such.

8th—In case any change or modification by Congress or the Postmaster General of the said contract was to deprive second party of the mail pay then the second party are not to be held liable or responsible to the first party.

9th—Whenever either party reaches the common point of Salt Lake City the other party shall proceed with the mail without waiting for the schedule time and it is understood that the whole trip is to be made as rapidly and promptly as possible.

10th—It is further stipulated and agreed that in case the first party should fail to perform their contract and a serious interruption should take place and it should become necessary for said second party to assume the performance of the entire service then second party shall have the right to at once take possession of the entire stock and equipments of the first party, and use same in performing the service and they shall have the right to and shall purchase said stock and equipment at an appraised value each party selecting an appraiser, and the two an umpire (whose decision shall be final) if necessary. And it is further expressly stipulated that in case said first party shall pay the sum of one hundred thousand dollars to the second party, which sum shall be the liquidated damages and paid without deduction or offset.

In witness whereof the parties hereto have subscribed their names this 16th day of March, 1861, at New York.

Wm. H. Russell Pres. the C.O.C. & P.P.Ex. Co.

W. B. Dinsmore Pres. Overland Mail Co.

Interlineation on 2nd and 4th pages

made before signing in presence of Milton S. Latham.

Post Office Department

Central Office

March 12, 1861

Gentlemen:

The Postmaster General has this day signed an order of which the following is a copy, viz.:

“Pursuant to act of Congress approved 2nd of March, 1861, and the acceptance of the terms thereof by the Overland Mail Company—modify the present contract with that company for route No. 12,578 executed the 16th of September, 1857, to take effect the 16th of September, 1858, so as to discontinue service on the present route and provide for the transportation of the entire letter mail six times a week on the Central Route; said letter mail to be carried through in twenty days time, eight months of the year, and in twenty-three days the remaining four months of the year from St. Joseph (or Atchison, Kansas) to Placerville, Cal., and also for the delivery of the entire mails three times a week, each way to Denver City, and Great Salt Lake City; and in case these mails do not amount to six hundred pounds per trip then other mail matter to make up that weight per trip to be conveyed. The contractors also to be required to convey the residue of all mail matter in a period not exceeding thirty-five days, with the privilege of sending the latter semi-monthly from New York to San Francisco in twenty-five days by sea, and the public documents in thirty-five days.

“And to be required also during the continuance of their contract, or until the completion of the Overland Telegraph, to run a Pony Express semi-weekly at a schedule time of ten days eight months of the year and twelve days four months of the year, and to convey for the government free of charge five pounds of mail matter; with the privilege of charging the public for transportation of letters by said Express not exceeding one dollar per half ounce. The compensation for the whole service to be \$1,000,000.00 per annum to take effect on or before 1st July, 1861, and to expire 1st July, 1864.

"The number of the route to be changed to 10,773 and the service to be recorded in the route register for Missouri.

"Be pleased to state your acceptance of the terms of the foregoing and report the date of your commencement of the service on the Central Route.

Very Respectfully
Your obt. Servant
E. S. Childs
Acting Second Asst.
P.M. Gen'l."

MS, Waddell Collection, Huntington Library.

*Contract between E. S. Alvord, acting
for the Western Stage Company of
the first party—The Central Overland
California and Pike's Peak Express
Company by Wm. H. Russell, President
2d party and The Overland Mail Company
by Wm. B. Dinsmore President 3d party*

Said parties mutually agree as follows:

1. The first party agrees to draw off the stages of said Western Stage Co., between Ft. Kearny & Denver City, so soon as the contract made by the third party with the P.M. Gen'l on the 12th March 1861 for service from St. Joseph or Atchison to Placerville, Cal. take effect and to refrain from running any lines of stages between those points, or anywhere on the route west of Ft. Kearny, during the continuance of said contract and also to continue his stages between Ft. Kearny and Omaha, connecting at Ft. Kearny with the stages of the 2d party who is to perform the service under said contract east of Salt Lake City.

Said 2d and 3d parties agree to pay to said 1st party for such discontinuance twenty thousand dollars per annum during the continuance of the service under said contract—of which 70 percent is to be paid by 2d party and 30 percent by the 3d party, to be paid out of the mail pay under said contract—quarterly as rec'd from the P.O. department, and authority is hereby given by the 2d party to the 3d party to make such payment.

Provided 1st that in case an established opposition line of stages being placed on the route between Omaha and Denver City such payment shall cease, until the opposition is removed—and provided also that in case the P.M. Gen'l or Congress shall discontinue said service or make such modification as substantially injure said contract—then said 2d and 3d parties are to have the right to cease said payments.

Said 2d party further agrees to furnish adequate facilities to carry the passengers brought to Fort Kearny by the 1st party—and they mutually agree to exchange passengers and to agree upon a tariff of prices—said 2d party also agrees to receipt passengers from Denver or any other point west of Kearny to Omaha and points beyond.

In witness whereof the parties have herewith set their hands this 16th day of March 1861 at New York.

In presence of
Milton S. Latham

E. S. Alvord
For Western Stage Co.
Wm. H. Russell, Pres.
The C.O.C. & P.P.E.Co.
W. B. Dinsmore, Pres.
Overland Mail Co.

MS, Waddell Collection, Huntington Library.

The following *Estimates of Receipts and Disbursements* for thirteen months from May 1, 1861, to July 1, 1862, was made up in anticipation of the division of the Central Route between the Central Overland California & Pike's Peak Express Co. and the Overland Mail Co., which became effective July 1, 1861. It applies to the eastern half of that Route from St. Joseph, Mo., and Salt Lake City. It should be studied in the light of the contract of March 16, 1861, between the companies.

Estimates of Receipts & Disbursements

Supplies to be hauled for the road between Kearny & a point 300 miles of Salt Lake City, which embraces half the road based upon daily service & to last until July 1, 1862.

45,000 Bushels Corn	@ \$0.50	\$22,500
Hay for 50 Stations	@ \$4.00	20,000
Rations for same district for say 150 men for 330 days		20,000

Quarterly Forage & Board from Kearny East—same period	36,000	
Kearny East Western Division Corn average 3½ bushel, 22,500 Bus. Including Hay & Corn	98,350	
Pay of 250 Drivers \$325 each for 13 months	81,250	
5 Division Agents	4,500	
Extra Agents	2,500	
Office, Denver	5,000	
Do St. Joe	8,000	
Telegrams \$2,500, Shops, Repairs \$7,500	10,000	
Transportation of Grain 2,610,000 lbs		
300,000 rations to Middle Division average 450 miles @ 5.62	\$163,000	\$476,642
Estimate of men is made for full daily service 13 months when it is only 11 months in fact & present service 2 months.		

Estimate of Receipts

From 1st May, 1861, to 1st July, 1862

2 months Mail Pay	\$24,000
12 „ Daily Pay	\$470,000
Less bonus to Western Stage Co.	14,000

456,000 456,000

Passenger Receipts May & June estimating 6 trips pr week to and from Denver, two each way for Salt Lake weekly	31,600
Express Receipts each way during May & June	10,000
Pony Receipts	10,000
Daily Service through 12 months 8 through passengers daily, our half	249,600
To Denver 6 pr. day our 70% \$140,000	92,280
Through Express	20,000
Express to and from Denver & Salt Lake our 70% \$120,000	84,000
Pony Express our 70% \$120,000	100,000

\$1,083,480

This estimate does not include Salt Lake Passengers for the 12 months Running Expense

476,642

\$606,838

Pony estimate is based upon 500 letters a trip after 1st July when reduced Tariff commences, as also Denver & Salt Lake Travel & Express estimates, besides we have a train of 29 wagons which will save several thousand in Transportation.

Wanted Prior to 1st July, 1861

Due on Road 1st April	\$8,000	
Old Debts to provide for by 1st July	15,000	
Drivers & Agents 1st July	20,000	
½ Cost of Corn to start 1st June	7,500	
½ „ Rations „ „	6,700	
Western Division 1st July	20,000	
Eastern Division 1st „	10,000	
Incidentals	10,000	
		\$97,200

Resources with which to pay

Mail Pay 1st July	\$36,000	
Pony	10,000	
Passengers 2 mos to Denver & S. L.	31,600	
Express Receipts	10,000	
		87,600

Short \$9,400

At least \$25,000 of the above will not be required till 1st August giving us the advantage of July receipts, which will exceed \$50,000.

Wanted to 1st October 1861

Short 1st July	\$9,400	
Grain \$8,000 Hay \$10,000	18,000	
Quarters Pay to Drivers	21,000	
Quarters Pay to Agents & Officers	8,500	
Quarterage East & West (Forage & Rations)	34,500	
Rations Middle Division	7,000	
Old Debt \$30,000 & Transportation \$50,000	80,000	\$178,400

Bonus to Overland Co.	3,500	
17 Teams of „ „	10,000	\$191,900

Resources with which to pay

Pony Pay	\$25,000
Daily Mail	117,500

Quarters Passage & Exp.

Receipts	112,970	255,470
		\$63,570
<i>Excess of Receipts of 1st October over outlay actually required.</i>		
Excess commencing 2nd Quarter		\$63,570
Receipts for Quarter ending 1st January		255,470
		\$319,040

Disbursements for Quarter ending
31st December next.

Bal. Grain	\$7,500	
2nd Quarter Pay Drivers, Agents, & Officers	29,500	
Hay	10,000	
Quarterage East & West Division	34,500	
Overland Company	15,000	
Western Stage Co. bonus	3,500	
Old Debt	50,000	
Transportation	50,000	
Contingent	20,000	220,000
		\$99,040

Receipts Quarter ending March '62, which I
really esteem light for the winter

	200,000
	\$299,040

Disbursements for that Quarter. Quarterage

East & West Division	\$34,500	
Quarterage Drivers, Agts & Officers	29,500	
Overland Co.	10,000	
Western Stage Co. Bonus	3,500	
Bal. Old Debt	60,000	
Bal. Transportation	63,542	201,042

Excess 1st April out of debt

	098,002
	255,470

		\$353,472
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Disbursements for Quarter ending 30 June 1862.

Quarterage Agts, Officers & Drivers	\$29,500
Quarterage East & West Division	34,500
Western Stage Co. bonus	20,000

Contingent	\$20,000	\$87,500
Suppose you cut down Receipts estimated for the year from 30 June 1861 to 30 June 1862 one fourth say		\$112,970
This gives you a surplus 30 June, 1862		153,000
Allow for replacing lost stock, wear & tear to place daily line in order for second year		53,000
		100,000
Excess end of last year		100,000
Mail 2nd year		470,000
Receipts predicated upon last year		457,880
Disbursements same as first year		476,642
		\$545,238
Deduct estimate one fourth Receipts	\$112,970	
Allow to replace stock	\$32,628	145,238
Excess 2nd year		400,000
Receipts 3d year		921,880
Disbursements 3d year		\$476,642
		845,242
Now add for reduction in cost of grain 2 years one fourth \$35,000 and 3 years one half of \$70,000		105,000
		\$950,242
Property on hand 3d year worth		449,758
		\$1,400,000
Cost without interest		200,000
		\$1,200,000

MS, Waddell Collection, Huntington Library.

Appendix D

Statement of the Claim of Majors & Russell, for transportation, 1857

We executed a contract with the Quartermaster's Dept. of the United States, dated the 25th February, 1857, providing for the transportation by us of government supplies, from the frontier of Missouri to the interior. In carrying out the provisions of this contract, we insist that the United States have become indebted to us in a large amount.

Our contract was executed in time of peace. No extraordinary difficulty was apprehended in performing our duties under it. On the 29th of June, 1857, the War Department, acting on superior information, through General Scott, issued an order requiring that all provision trains destined for the army of Utah should be protected by sufficient military escorts. We extract these paragraphs from said order:

"The prudence expected of you requires that you should anticipate resistance, general, organized, and formidable, at the threshold, and shape your movements as if they were certain, keeping the troops well massed and in hand when approaching expected resistance; your army will be equipped for a time as a self-sustaining machine. Detachments will therefore not be lightly hazarded, and you are warned not to be betrayed into premature security or over confidence.

"A small but sufficient force must, however, move separately from the main column, guarding the beef cattle and such other supplies as you may think would too much encumber the march of the main body. The cattle may require to be marched more slowly than the troops, so as to arrive in Salt Lake Valley in good condition, or they may not survive the inclemency and scanty sustenance of the winter. This detachment, though afterward to become the rear guard, may, it is hoped, be put in route before the main body, to gain as much time as possible before the latter passes it."

An extraordinary requisition had been made upon us as contractors

for teams and outfit, to transport material for the army to the interior. We foresaw that the time left us to move such an expedition through a country without habitation and of limited forage, was too short to admit of delay; that we must not be restricted to the discipline and movement of large bodies of troops; that our trains must be distributed in order to obtain forage for the animals. Accordingly on the 26th of July we addressed the following to Colonel Thomas, Assistant Quartermaster General:

"If our trains are delayed and a number congregated at or in the vicinity of Laramie, and then, to get through, are forced to march in quick succession, the grazing at many points will not be sufficient to maintain such a vast number of stock, and the consequence may be a total failure before the fall snow storms set in," and "as regards our interest, which is large, cost of wagons and outfit, we are more than willing to take all risk and proceed without escort, arriving in great Salt Lake City in advance of the army." And, "again, if detained it will subject the government to a very considerable task. Under any view of the case if the trains are lost under such circumstances we should expect full compensation for such loss."

Colonel Thomas referred this communication to General Harney, who allowed the trains to proceed on the conditions proposed by us.

They were thus dispatched and arrived subsequently in proper order at Laramie, and were proceeding on their way, under our instructions, until arrested by an order of Captain Van Vliet, Assistant Quartermaster, dated Fort Laramie, the 21st August, as follows:

"Mr. Rupe, agent for Majors & Russell, en route for Salt Lake.

"Sir: You will halt provision trains, now in advance of this point and enroute for Salt Lake valley, at or in the vicinity of Green River, until you receive further orders."

Our first object was despatch. We desired to secure unencumbered movement, not to be joined by moving columns of troops. Rather than take the latter hazard we preferred to assume the risk ourselves, anticipating trouble only from the Indians. Upon these general preliminary facts and explanation we say,

- 1.—That we were engaged in the execution of a lawful contract with the United States before the war with the Mormons.
- 2.—That after starting our trains, fourteen in all, that war was declared by the proclamations of the President and Brigham Young.

- 3.—That General Scott's order of the 29th of June was a guarantee of protection to our trains; that, if that order was suspended on our motion, it was revived by the action of Captain Van Vliet.
- 4.—That the government was bound to protect our trains, and to pay us in the event of failure to do so, all accruing damages we might suffer by their neglect to do so, and in consequence of the delays occasioned to said trains by being forced into the moving columns of troops, and otherwise.
- 5.—That the government is responsible for all the damaging consequences of the war which attach to those persons lawfully engaged in its service, and whose position invited attack by the enemy.

In the prosecution of our work the Mormons destroyed three entire trains, and, in addition thereto, we lost a vast amount of stock, consisting of wagons, outfit, teams and beef cattle: and it is well known that those losses were occasioned solely by the action and neglect of the government, and the hostilities of the Mormons, and not from any failure, neglect or omission on our part. Gen. Scott, in a letter to Hon. J. B. Floyd, Secretary of War, dated the 16th of August speaks thus of the loss of beef cattle, and of his order of the 29th of June:

"In forwarding, yesterday, the communication of General Harney, respecting the loss of a large number of beef cattle for the Utah expedition, on which paper I endorsed my remarks, I omitted to refer you to my instructions, issued June 29th, to the commander of that expedition.

"I now beg your attention to the extract given below, from my letter of that date, to General Harney, from which it will be seen that the loss in question resulted from a neglect of my order in the case."

The principle announced by General Scott is applicable to all our trains, and to all the consequences resulting from detention, from neglect to provide them with escorts, and from compelling them to move under the authority of the military, and within the main columns of the troops. It was absolutely impossible to conduct said trains through to Bridger in the manner last mentioned. The expedition was intended to be self-sustaining, and could only be subsisted on the road by such a distribution of the trains as would enable them to command the largest amount of way forage. We could have performed the work assigned us beyond any question, if we had had a protecting instead of a directing escort.

Had we moved in advance of the army, even into Salt Lake City, it will hardly be contended that the enemy would have done more than

seize the supplies. Our property would have been secure and we should have had ample means of subsisting our teams. In fact, the security of our interest in the trains depended, in the absence of escorts, very much upon our ability to keep the advance of the army; and the nearer their approach to the city, the Mormons, of course, would not destroy what they could appropriate and there is no reason to believe that they would have gone beyond the seizure of the property of the government. The action of the military authorities was then based solely upon the idea of preventing the supplies from falling into the hands of the enemy, and in order to do this, they assumed absolute control of the transports.

We insist that the government shall simply take the responsibility of its own acts; that, without charging us with neglect, or failure, they shall not compel us to be responsible for the consequences of the war, their own orders, and their own settled military policy. The work we undertook could be performed with safety to our interests, and so long as we fulfilled the conditions of our contract, that was all that could be asked of us—only on the plan we laid down. Our instructions to our agents were based upon that plan. The government set those instructions aside, divested our conductors of all discretionary power in the premises, and thus undertook the entire risk of the transports and guaranteed their safety.

The proposition that we would proceed at our own risk, rather than be encumbered and crippled by a compliance with orders of march, and suffer our teams to starve in the midst of a large force moving in a body, was made with a view of avoiding such a condition of things, and not in contempt of the directions of General Scott, of the 29th June. It is proper to say in this connection that we ascertained from Gen. Harney that under the orders of Gen. Scott referred to, he determined to place the trains under the direction of the main bodies of troops to be sent forward, alleging that it was inconvenient to provide separate escorts. In order to get through, our trains must be small, and influenced as little as possible by military rules. An escort should be a protecting, not a directing force; teamsters and conductors are better train managers than officers. To successfully move a train where the roads are bad and the forage scarce, it must not only economize time, but have free access to way means of subsistence. This is wholly impossible, if it is encumbered with a large body of troops. Eleven of our trains were forced into the two chief moving columns of the army under Colonels Alexander and Smith, and the other three, which were burnt by the Mormons, were wholly without escort. What we wanted, and what we think the govern-

ment was bound to give us, was, in the language of General Scott, "A small but sufficient force, to move separately from the main column," to guard the provision wagons. To move such an expedition over the plains, under marching orders, within the main column, was absolutely more hazardous than to move it in the midst of open enemies. In the first case we were sure to be destroyed; in the last we had some chances of escape.

The three trains burnt by the Mormons in the neighborhood of Big Sandy and Green River were only six miles in the rear of Colonel Alexander's command. That officer, was, the day before advised of the danger and its source. We had been compelled to march in the rear of the advance column of troops with these trains, while eleven others were crowded in at the centres of the two columns under the command of Colonel Smith and Colonel Alexander. We were then not only subject to attack, but such attack, was invited, by the material we carried, and by our defenceless condition; and in the event of attack, the whole property was sure to be entirely destroyed. The Mormons signified a wish to save private property; but as their object, in the case of the burnt trains, was to destroy the military supplies, and as our troops were near, and they were liable to momentary surprise, they burnt the entire material. We do not ask whether the omission to provide us with protecting escorts was a neglect on the part of the military in the field or not. It is enough, in our judgement, in order to justify us in calling for indemnification, to show that in all respects we performed our duties as contractors. The burning of the trains was certainly induced by the fact that they bore government supplies. It was an act of hostility, too, anticipated by General Scott, and against which he sought to provide by requiring that they should be properly escorted. Such escorts were not provided; and the trains were destroyed in consequence of such failure. We were in the service of the government as contractors; and if we performed our duties as such, running from peace into war, and over a distant country, solely under the command of the troops, it would be monstrous injustice to visit upon us the disasters of hostilities.

When our contract with the department was executed, no service to Utah was actually contemplated by us, and we believe none was expected by the government. It was a period of peace in the interior; to be interrupted, as was supposed, only by ordinary Indian difficulties. The prices fixed for transportation were graduated upon this basis. On the Utah route it was contemplated to supply the posts of Riley, Kearny and Laramie, which would enable us to send out trains in the spring,

deliver the material and effect the return of our stock to the frontiers before winter. By the first and second articles of our contract we agreed to transport such military stores as the quartermaster's Department might require of us, to the several military posts established and to be established on the line to New Mexico, "and in the territory of Nebraska south of latitude forty-four; and in the territory of Oregon south of latitude forty-four; and in the territory of Utah north of latitude forty, as far west as longitude one hundred thirteen."

The third article of said agreement distinctly limited the whole amount or weight to be thus transported "from the posts or depots named in each of articles first and second, collectively, to any number of pounds of military stores and supplies, from fifty thousand pounds to five million pounds." In the spring of 1857, the government resolved to despatch a strong military force to Utah, and made the usual requisitions upon us to transport supplies. This condition of things as precipitated by the rebellious attitude of the Mormon people who exercised powers of government over the organized territory of Utah. Our contract had been executed in time of peace, and with no view or thought of such an exigency in public affairs. The service required of us, in respect to Utah transportation, was not only wholly unexpected, but was certain to involve us in heavy losses. The expedition was determined upon late in the season of 1857—so late as to render it impossible to effect the return of our stock to Laramie, where it could have been subsisted during the winter and remain accessible in the spring. The requisitions made upon us under these embarrassing circumstances soon exceeded the limitations fixed by the third article of our contract, viz: "five million pounds." We then informed the Assistant Quartermaster at Fort Leavenworth, with whom the contract was made, that we could not undertake the transportation beyond the weight of "five million pounds"; that the outlay required was so great, and the compensation so small, as to entail upon us losses above our means. It was well known, too, on the frontiers of Missouri, at the time, that the rates of transportation for merchandise to Utah, including suttlers' stores and the ordinary operations of commerce, ranged from twenty-four to twenty-five dollars per hundred pounds; whereas the rate fixed by our contract was fourteen dollars per hundred pounds. It was widely proclaimed that a powerful military expedition was on foot for Utah, and in consequence thereof it was impossible to obtain the requisite stock and material for transportation except at greatly enhanced prices. These considerations were more than sufficient to overcome our anxiety to do all that might be required

of us as transporters for the government—a service which, for many years, we had performed with unfailing energy. We were bound to carry “five million pounds,” and whatever might be the sacrifice, by undertaking the Utah service, at such a period, we were prepared to do it in fulfilment of our obligations. But we protested against assuming to do more at the rates fixed by our contract.

The Assistant Quartermaster informed us, in answer to our objections, that the government depended solely upon us to transport their stores and supplies; that the expedition projected depended for its success, if not for its very subsistence, upon a prompt execution of the work; that we had been long in the business, and in an emergency like that before them we had the only means accessible by which the service required could be performed; that we must perform it, and appeal to Congress for such increased pay as justice and fair dealing might indicate. Recognizing the peculiar necessities of the case, we proceeded and transported for the Quartermaster’s Dept., in excess of our agreement, more than four and a half millions of pounds; and we claim from the government an amount of extra compensation equal to the difference between our contract rates and the current rates of carrying like material on the said four and a half million of pounds. Had we declined the service required as we had, as private carriers, the right to decline it—the government would have become involved in an expense three times as great as the claim we now present, and most likely the entire expedition would have suffered the severest calamities. It is well known to Congress that the Mormon people—contrary to all expectations—in the summer of 1857, organized a strong military force, under public declaration of war against the authority of the United States, and put that force in motion with the avowed and actual purpose of preventing the entrance of the military command sent forward by the latter into their territory. Whatever technical name may be given to such a state of things, in point of fact it was the meeting of hostile armies, and carried with it all the consequences in respect to discipline, necessity of controlling the entire field of operations, the subordination of individual interests too, and the enforcement of military law, of a public war between independent states. We were private carriers for the government. The service required of us was a peace service. No military posts had been established beyond Laramie, and none was required except to meet the exigency of the Mormon rebellion.

It was then the overruling necessities of the War Department, which compelled the government to establish the post west of Laramie, and to

call upon and exact of us the performance of duties, not only wholly unexpected by either party, but which subsequently forced us to surrender our trains to the sole direction of the military authorities in the field. It was this same necessity which augmented the stores to be transported from the contract limits to nearly double that weight. In any view of the case we are entitled to payment for the losses sustained by us, and the extra compensation claimed upon the freight transported above the limit of "five million pounds" named in our contract.

Majors & Russell.

Washington, December 7, 1859.

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Property Destroyed by the Mormons

List of subsistence stores in supply teams (Russell & Waddell) Nos. 5, 9, and 10, burnt by the Mormons at Green River, Utah, in the night of October 4, 1857.

		No. of Rations
2,720	pounds ham	
92,700	pounds bacon	115,875
167,900	pounds flour	149,244
270	bushels beans	108,000
8,500	pounds Rio coffee	143,000
330	pounds Java coffee	
1,400	pounds crushed sugar	
2,970	gallons vinegar	297,000
800	pounds sperm candles	80,000
13,333	pounds soap	333,325
84	gallons molasses	
134	bushels dried peaches	
68,832	rations desicated vegetables	
705	pounds tea	52,875
7,781	pounds hard bread	7,781
6	lanterns	

H. F. Clarke
Capt. and C's U.S.A.

Made from bills of lading, October 10, 1857

35th Cong., 1st Sess., *H. Exec. Doc. 71*, p. 63.

Bill Against the United States for Losses in Utah, 1857-1858
The United States.

To Majors & Russell

Dr.

For 286 wagons started with the eleven trains transporting supplies for the Utah army 1857 less 32 used, made available to contractors, and returned to States remaining which was destroyed in route and left at Camp Scott for want of teams with which to return them to the States. Cost of each wagon sheeted and ready for the road \$190.

\$48,260.00

For cattle comprising the eleven trains, averaging 312 each, in all, 3,432 head, less 470 head delivered to commissary department, and 1,050 head remained in our herd on December 8th, 1857, at Camp Scott, making a loss of 1,906 head of work cattle which in value, at the average price allowed Russell and Waddell for the 476 delivered commissary department (though as in proof cattle were worth and commanded far larger prices) at \$44.20 each

\$84,245.20

For outfit of eleven trains, all of which was lost and consumed in the service, viz: 1,815 ox yokes, 1,540 ox chains, 44 mules, saddles, bridles, blankets and lariats at \$162.50 each, eleven medicine chests at \$20.00 each, camp kit, tools, extra irons and wood work for eleven trains valued at \$120.00 each, the foregoing outfit resulting in an entire loss, 26,400 pounds of bacon at 13¢, 46,200 pounds of flour at \$5.00, 24,200 pounds of coffee at 13¢, 49,500 pounds of sugar at 13¢, rice, beans and dried fruit for eleven trains valued at \$22.00 each, making the outfit to cost when starting from the States

\$25,696.00

For additional cost to us for six agents, including James Rupe our general agent, eleven wagon masters, eleven assistant wagon masters, and 306 teamsters, including extra pay and rations, wholly chargeable to the control exercised over our trains, the manner of marching, and forcing them to arrive at Camp Scott at so late a period that return was impracticable and a discharge of the men worse than inhuman, in that far distant wilderness without money, means of transportation or subsistence and where too no opportunity afforded laborers to procure a living which we estimate at the moderate sum of

\$35,167.15

For loss of three burned trains Nos. 21, 25, and 26, composed of the following property viz:

78 wagons complete, less two returned by the
Mormons to wagon master Simpson, valued at
\$200 each

\$15,200

1,224 head of oxen at \$40 each	48,960	
16 mules and rigging at \$180 each	2,880	
625 ox yokes and 410 chains at \$3.00 each	2,900	
Camp equipage and general outfit for trains	900	
Rations and medicines including ferriage for three trains at \$389 each	1,167	
		\$72,007.00

For transportation on 2,264,013 pounds of military stores from Fort Leavenworth to Great Salt Lake City, Utah, in 1857, distance 1,125 miles in excess of our contract of February 25, 1857, at \$7.72 per hundred pounds, that being the difference between contract rates, i.e. \$14.28 for full distance and current rates obtained by those who transported at same time for sutlers and traders, which was \$22.00 per hundred pounds

\$174,741.80

For transportation on 1,174,467 pounds from Fort Leavenworth to Fort Laramie at same time and in excess of contract as above at \$4.23, that being the difference between contract rate of \$7.50 per 100 pounds and contract rates

\$49,679.95

For transportation on 280,166 pounds from Fort Leavenworth to Fort Kearny, Trains Nos. 15 & 16 at same time and in excess of our contract as to Utah at \$2.11½

\$3,925.51

\$493,762.61

All the foregoing stores were sent forward in connection with the Utah Expedition

*Russell & Waddell a/c submitted to
Congress Feb. 1860.*

MS, Waddell Collection, Huntington Library.

The Indian Trust Bonds and the Acceptances Statement of Wm. H. Russell

The measures recently instituted against me by Federal authorities, legislative and judicial, in connection with the Indian Trust Bonds, and the Acceptances of the late Secretary of War, having terminated, I feel it to be a duty which I owe to numerous friends, and to my own reputation, to make a full statement of the case to the public. This is the more imperative, because, the Committee of the late House of Representatives—which was created for the purpose of making a full dis-

closure of facts—seems to have thought it their duty not only to conceal all the material points involved in the subject matter of investigation, but to cover them over with misstatements and false deductions as to render their future exposition impossible. It is my purpose now not so much to show the very unfair and partial action of the committee as to exhibit, in a single view, all the facts bearing upon my connection with the Trust Bonds and Acceptances.

I am not unmindful of the difficulties I have to contend with, in thus seeking to enlist an unprejudiced attention to my statements; because, so far as I am able to see and judge of the complicated transactions involved, they have been most strangely misrepresented and perverted both in and out of Congress.

For more than twelve years, I have been a prominent transporter of military stores for the government. The magnitude and peculiar nature of this service, and the difficulties attending its execution, are I suppose, but little understood. I have devoted to it first and last, my entire energies. I have labored zealously and unremittingly to give satisfaction to the War Department. I think I may appeal with some confidence to officers of the army, of every grade, to bear testimony to the fidelity with which I have conducted the great work of transportation for the troops—a work much larger than has ever before been undertaken by one man or firm.

Within a single season I have been called upon, with scarcely a day's preparation, to transport eighteen millions of pounds of military stores over wilderness routes; and by far the largest portion of this vast supply to be delivered twelve hundred miles from the frontier depots. In doing this gigantic work we had on the road at one time four thousand four hundred three-ton wagons, fifty-two thousand eight hundred head of working cattle, twenty-five hundred horses and mules. We paid for cattle alone to do this service in one year, two million three hundred thousand dollars; for wagons, covers, &c., one million two hundred thousand; and for other material for outfit, quite a million and a half more, and more than five thousand men.

This great outfit was quite all thrown beyond the frontier limits, and in the very midst of the Indian tribes. Nor could it be moved in large bodies so as to make it self-protecting; it must be distributed to secure way forage.

While military posts have been established and maintained to protect settlers upon the borders, I have undertaken the transportation of supplies for the army—material inviting robbery and plunder—through

the very homes of the tribes. In this work a vast outlay of capital was required every dollar of which was at all times the subject of capture or destruction on all the lines of transportation.

I allude to these things, for the purpose of opening the ear of a generous people to all the circumstances attending the issue of acceptances by the War Department, and that I may be heard, and I trust understood, in what I have to say concerning my connection with the Indian Trust Bonds. I shall make no technical legal defence. I feel that I am armed with facts which have the power to vindicate my honor and justify my conduct before impartial men.

Although, in connection with others, I have been an individual contractor, the service required of me has in fact been the service of the War Department itself. It has been the subsistence of the troops, from month to month, and year to year—a work of absolute necessity at all times, and one which did not admit of failure at any time. I have so treated it in every act of my life, in connection with military transportation. I understood perfectly that my own interests must be held in complete subordination to those of the Government; and I shall be able to show, by referring to facts, how completely I have maintained this principle, and how much it has cost me.

It has often been in my power to obstruct the movements of the army by a simple reliance upon my legal rights as a contractor. I have never looked to the maintenance of such rights, always deferring to the demands of the service. Not even when such demands threatened to involve me in bankruptcy, never have I hesitated to render my utmost means to the government. I felt that although I was acting under a contract, the nature of the work was such that whatever was required by the Department must be conceded and executed.

Early in the year 1857 my firm entered into an agreement with the Quartermaster's Department to transport a maximum of five million pounds, from certain depots to others named therein, on the two lines of New Mexico and Utah. When this contract was executed no service was anticipated on the Utah route, beyond Fort Laramie, no military posts having been established west of that point, and soon after, orders were actually issued to discontinue both Laramie and Kearny. Our agreement fixed the rates of transportation to Utah at \$14.27 per hundred pounds; but this was regarded as a mere form, no actual service being then contemplated.

About the middle of June the Government determined to set on foot a powerful military expedition to Salt Lake City. Anterior to this deter-

mination we had sent forward, on the two lines, the usual supplies for the season, and this completely exhausted our material for transportation. Our stock had been reduced to 150 head of cattle and thirty-three wagons. On the 19th day of June we were formally notified to transport, in addition to the stock thus forwarded, as initiative to the new movement, three million pounds. We had a right to demand sixty days' notice, thus practically excluding the entire Utah work. This notice we were asked to waive, and engage in a work altogether *outside* of our contract. The rates of transportation to Salt Lake City, on sutler's stores and general merchandise, was \$25 per hundred pounds. I notified Assistant Quartermaster Brent, that the work he demanded, at contract rates, if performed by us, would entail certain bankruptcy and ruin upon all concerned. I reminded him of the conditions of our agreement, of the entire exhaustion of our stock, and our utter inability to do what was required of us without sacrificing not only our own means but those of our friends who might give us credit. It soon, however, became evident that if we refused to act, and act promptly, the troops then on foot and to be sent forward, could not be subsisted. We had been the principal transporters of the army, and were its sole reliance in the emergency then existing. The expedition had been determined upon on the issues of our ability and disposition to perform the service. The late General Jesup had, as I learn, been fully guaranteed this to the Cabinet of Mr. Buchanan.

Thus situated, on the verbal assurance of Captain Brent that such representations should be made as would insure a prompt admission by Congress of our right to adequate compensation, we undertook the heavy transportation of supplies for the army of Utah. The large requirement of material on so short a notice forced our business into the hands of numberless agents, and compelled us to pay the extravagant rates for everything purchased, and fifty per cent advance on the wages of men. The very magnitude of the work, its increased hazard, growing out of the Mormon war and Indian disturbances, supposed to have been stimulated by the Mormon government, with rates of transportation fixed by our contract at about one-half its actual cost, and a reliance upon Congress only for proper indemnification, it was not strange that our credit became seriously impaired.

For every pound of excess material transported by us to Utah, we should, in justice, have been paid thirty-three cents. Properly speaking, no contract work was possible upon that line. It was exclusively under a military government. Upon us was devolved the work of getting up the

trains and sending them forward far enough to meet the enemy, when they ceased to be our trains, and were held in every respect under military orders. We provided the material and stocked the expedition complete, and maintained the necessary force to push it forward. This force was large and expensive. The suddenness with which it was demanded, the hazard of the service, the lateness of the season, the delays in the payment of freight, and that limited to about half the cost of the work, are more than sufficient to establish our claim to thirty-three dollars per hundred pounds.

The material thus forwarded to Utah which was undertaken at the urgent solicitations of the Government, in obedience to an overwhelming necessity, exceeded, I believe, three million and five hundred thousand pounds. We were under no obligation to do this work. It was in excess of our contract, but in fact it was not called for till the 19th of June, and as we were entitled to sixty days' notice, the 18th of August would have been the earliest period when we could have been held to undertake it—and at that date our contract rates of transportation would have entitled us to \$22.00 per hundred pounds.

On the goods thus sent forward, we collected \$14.27 per hundred, and are entitled, by every consideration of the facts of the case, to \$18.73 per hundred on the amount of three millions four hundred pounds, making the sum of \$655,550. This has been unjustly withheld from us for more than three years. We have paid on money borrowed to supply its place at least twelve percent interest, per annum, giving a total indebtedness on Utah freight for the year 1857, of \$891,548.

This amount may seem large, but it is not more than any fair-minded man familiar with the circumstances, difficulties and hazards of the work, and the great sacrifices required in originating and moving it, would award us. No similar service has been performed in other countries, at less rates. We could only rely upon the prompt payment of \$14.27 per hundred, not more than one half its actual cost. The military expedition referred to was put upon a war footing, on the ground, as proclaimed by General Scott, that "resistance was to be expected, general, organized, and formidable." The entire line from the Missouri river to Utah was under the direct government of the military authorities. Our trains were put upon a military road; they moved more than half the distance without serious annoyance. They were then stopped by army orders, and remained in camp fifty-seven days, for which we were paid demurrage at contract rates—rates fixed on the basis of actual expenses only. We required separate escorts and they were ordered by

General Scott, but never provided. Nearly the entire force was placed within the moving column of troops, and were thus cut off from way forage, beside being crippled so as to render their progress difficult and slow. Three entire trains were suffered to move forward, but without escort. These were burned and destroyed by the Mormons under General Welles. We demanded indemnification for their loss, but were told by the Quartermaster's Department the Government was not bound by our contract to provide escorts.

Why did the military authorities take possession of all the other trains and subject them to immense loss thereby, if it was not their duty to protect the three burnt trains?

But it was because we were transporting stores for the Government that the Mormons destroyed our property. It was destroyed in the midst of actual hostilities, not to damage us, but to cut off the supplies of the army. The field was a military field. No regular contract work could in strictness be performed upon it. The great mass of the trains were actually impressed into the military service. They were marched at one time, more than sixty miles directly off the route, and in going and returning that distance the loss of cattle alone numbered quite two thousand head. Not a dollar of all these losses and sacrifices has been paid to us. We have appealed to the Department and to Congress for indemnification, but in vain.

The indebtedness of the Government to my firm on account of the losses arising solely from its own neglect and failures, amounts to three hundred thousand dollars. Three years interest on this sum at twelve percent, per annum, every dollar of which we have actually paid, is \$108,000, making in all \$408,000.

I venture to say that when the nature of the service in which we were engaged is fully considered, no fair-minded man will deny but that a moral obligation rests upon the United States to indemnify us, even though we might be foreclosed against such indemnification by the conditions of our contract. The service was faithfully performed in obedience to the overwhelming necessities of the War Department.

We were the agents employed; our means and credit were involved, the former were sacrificed, the latter fatally impaired, and all in the interest of the Government.

We thus close the account of the year 1857. Congress had neglected to make the usual appropriations for the following season. A large army was huddled into close quarters in the very heart of a vast wilderness, twelve hundred miles from the frontiers, and surrounded by a

powerful, energetic and hostile population. They must be relieved by supplies to be forwarded early the coming season. These supplies were vast in amount, requiring as I have said four thousand four hundred wagons, and fifty-three thousand head of cattle to do the work of transporting them—a force which, if brought together, would have formed a continuous train, allowing for more working distances for each wagon, of one hundred and fifty miles in length.

The War Department had advertised for parties to undertake this service. Not a single bidder presented himself. My firm entered into another agreement, fixing the rates at about \$22 per hundred pounds, but Congress had neglected to make the usual appropriations. The work demanded greatly exceeded my expectations. I required extended credits in order to enable me to perform it. I informed the late Secretary of War of the difficulties I had to contend with; and urged upon him the adoption of some plan by which persons advancing money should have the credit and benefit of our contract. It was not my work, but that of the government which was to be done. The troops must be fed and clothed. It required millions of dollars to transport material. A failure would be utterly disgraceful to the administration and the country; Congress had not appropriated a dollar.

Under these circumstances it was determined, with a sole view of enabling me to raise money to transport supplies to the army to accept the drafts of my firm made on the War Department. This was the origin of the acceptances about which so much has been said, and the issue of which has drawn upon myself and the late Secretary of War such unmeasured abuse.

It is not my duty to discuss the legal authority of the Secretary to issue these acceptances. It is enough for me to know that the army of Utah could not have been relieved without the credit they extended to me. Every dollar obtained from their negotiation, was employed in the service of the Government which issued them; and so it has been from the delivery to me of the first, even down to the last of their issue. Had the profits of the great work performed by me, been sufficient to re-establish the pecuniary responsibility of my house, or had Congress paid us what is justly our due, there never would have been any necessity for resorting to "acceptances," to enable us to carry on our transportation.

Embarrassed by the failure of the Government to do us justice, and compelled to pay high rates of interest, we have never been able to withdraw these acceptances from the market. To have withheld them

from us, after their current use, would have driven us at any time into liquidation. Hence, it was when Secretary Floyd was admonished by the President not again to issue these papers, I informed that gentleman that a refusal further to aid us, would break up the entire work of transportation, and lead to heavy losses thereby on the part of the Government. Knowing, as that officer did, the almost boundless efforts we had made to carry on the work of the Government, for a large portion of which we had never been paid, and of our sincere determination to protect the paper issued, he consented, even against the remonstrances of the President, to further aid us. He so acted, I believe, because he knew the merits and justice of our position as contractors, and how heavily we had suffered on account of the failure of the Government to satisfy our just demands. The gross amount of the indebtedness of the Government, arising wholly out of the transactions of the year 1857, exclusive of interest, is \$955,550. The sacrifices of this vast sum laid the foundation of all our difficulties. The accumulations of years were thus swept away. Nor can I forget all these accumulations thus sacrificed have gone in reality into the Treasury of the United States. What was taken from us was saved the Government. Our losses were its gains.

The business of 1858 was undertaken more in the hope, by remaining in the work of transportation, of securing indemnification for past sacrifices, than of future profit; and so it was the succeeding years, even down to the last.

The Government had had my services, and every means I could command, for the best part of my life. Every dollar I could raise had been appropriated to its work, and every faculty and power of my mind and body had been devoted to its service.

The acceptances given my house were largely negotiated in the East and West during the years, 1858, '59 and '60. During the latter season, our work was postponed to a later period than usual, thus cutting off receipts during the summer months. In June, July, August, September and October, large amounts of the acceptances came due, and my anxiety and efforts were very great to protect them.

When I was thus surrounded by embarrassments, and whilst at Washington using every exertion in my power to get the claim of our firm against the Government allowed and paid, I was introduced to Godard Bailey, who, as I have since learned, was a disbursing officer in the service of the Government. Before meeting with him and forming his acquaintance, I had learned that he was an able and influential lawyer, who would be able to assist me in my business with the War

Department. All the circumstances attending the formation of his acquaintance—his inquiries respecting the acceptances of the War Department and the probable effect upon the Secretary of War of their being dishonored—are set forth at length in my public statement, made to the select committee of the House of Representatives, and I need not now repeat them. It is sufficient to say that he informed me he had some State stocks at his command, which I might use for purpose of hypothecation, if I could return them in ninety days. I told him that I had no doubt of my ability to return them in that time. The loan was accordingly effected, and I proceeded on the evening of the same day, to New York, with the State stocks and used them in the manner and for purposes already indicated. When I obtained them and pledged them for money, with which to protect the maturing acceptances of the War Department, I was wholly innocent of their true character. This statement I made to the select committee, under the solemnities of a judicial oath. I was not aware, at that time, nor for two or three months thereafter, that there was an Indian Trust bond in existence. It was only when stocks declined, and the parties with whom I had made the hypothecation notified me that they must sell them or have an additional deposit to make good the margin, that I learned their true character. I returned to Washington, and sent for Mr. Bailey, with the view of informing him that I would not be able to return the State stocks which I had borrowed from him, in the time stipulated in our agreement. In the interview which I then had with him, I told him of the demand that had been made upon me by the parties who held them to increase the deposit, and of the notice of their determination to sell them unless such additional deposit was made. He then told me for the first time, that they belonged to the Indian Trust Fund. This disclosure completely overwhelmed me. It added entanglement to embarrassment. I saw instantly, and with intense reality, how difficult it would be to extricate myself from my unfortunate dilemma. I had no means at my command with which to redeem the hypothecated bonds, and as they were likely to be sold, I feared that I might not be able to recover them. The Government owed our firm, as will be seen from this paper, for losses and freights in 1857, exclusive of interest, \$955,550. From motives of policy, only a portion of this claim had been presented for adjustment to the Department and Congress. I knew the great difficulty of securing payment for so large an amount, and so presented it as to procure an indorsement of the principle involved, and in the hope, afterwards, of obtaining the entire amount. The Department was in possession of all the facts, and, as far as I was

able to judge, had taken no exception to the claim itself, without pretending to understand fully the justice of each particular item thereof. The Secretary of War says, in his published statement, that we are entitled to "more than a million of dollars."

When I discovered that the bonds I had borrowed and hypothecated belonged to the Indian Trust Fund, I would have freely given the whole of this large claim, and everything I was worth besides, to have been able at that moment to restore them. Other acceptances of the War Department were then maturing and likely to go to protest. This I knew would so impair the credit of our firm as to render the sale of the bonds certain and their recovery impossible. I had not time to devote to calm reflection. A week or ten days might have enabled me to mature some plan by which to recover and restore them, but, in the meantime, they were likely to be sold. Then, and in that event, I knew the Government acceptances which had been issued to our firm, under circumstances that placed me under the highest possible obligation to protect them must inevitably go to protest. In the stress of my difficulties, I was in no condition, and, as I have said before, I had no time to weigh the responsibility, on the one hand of wrecking our firm, discrediting the War Department, and permitting the hypothecated bonds to be sold beyond my reach, against that on the other hand of accepting more bonds with which to protect those that I had already used, until Congress should authorize the Department to pay us our dues. I determined upon the latter alternative. This decision involved the necessity of using a sufficient amount of bonds to protect from protest the other maturing acceptances of the War Department, for it was perfectly obvious that a protest would put it wholly and permanently out of my power to return either the first or second lot of bonds. Accordingly, I accepted an additional lot, and used them, partly to protect those already hypothecated, but chiefly to raise money upon them with which to pay off the other acceptances then maturing. It is proper to remark in this connection that in receiving the second lot of bonds, I gave in exchange therefor the receipt of our firm in my own hand writing, to be deposited in the Interior Department as the evidence that I had received them. The money due our firm was very largely in excess of the bonds, and as I left in the Department the evidence that I had received them, there could have been no intention on my part to defraud the Government, nor is it possible that the Government can lose one dollar on account of this transaction.

Shortly after I obtained the second lot of bonds the monetary crisis,

occasioned by the agitation of the country, came on. Financial embarrassments began to be felt all over the country. Stocks of all kinds commenced running down with a rapidity that filled me with the greatest possible alarm. My fear was that the bonds I had hypothecated would go down to a very low figure and be sold at such a sacrifice as would still further embarrass me. I saw, in a word, that I was in imminent peril. I had received the second lot of bonds, the better to enable me to recover the first, and with a knowledge of their true character. I did this under the force of circumstances which I was utterly unable to control. I did it—as I now most solemnly aver—with as pure motive as ever moved an honorable man. But now, I saw that I was in danger of losing these bonds and those also that I had previously pledged. The thought shot through me like flame. My misfortune assumed an altitude and expansion that shut out all hope for the future. I would have given the world if I had never been engaged in the service of the Government, by whose direct agency, in withholding our dues, my embarrassments were first brought upon me.

As a last forlorn hope I determined to throw all the bonds upon the market, and even to obtain and sell others, with the view of providing the means wherewith, in connection with other resources, to repurchase the whole, when they reached the lowest market price. But in this attempt I was suddenly cut short by the avowal of Godard Bailey. The course pursued toward me by the Government when the facts that I have now detailed became publicly known, is already well understood. I was immediately arrested and held to bail in a sum exceeding anything ever before known in the annals of judicial proceedings in any part of the world. My friends in the West came promptly forward and proffered security to the amount of millions; and, although I was in the midst of strangers, nearly two thousand miles from home, this proffered assistance was rejected, and resident security was demanded to three-fifths of the whole amount. This, of course, I was unable to give, in default of which I was remanded to prison, where I remained until public sentiment forced the Administration to reduce my bond to a more reasonable limit.

I was next summoned before a committee of the House of Representatives and subjected to a tedious examination in regard to the Indian Trust Bonds, and also in relation to the acceptances of the War Department. I propose in this connection, to review a portion of their report.

Report of the Select Committee.

It is not true, as the committee represent, that acceptances are now

"outstanding" to the amount of \$6,137,395, which must either be paid by the Government, or "fall upon the holders." In fact, it never was true that any such amount was ever "outstanding"—and this the committee knew perfectly well when they made the statement. I will demonstrate, before I am done with this part of the subject, that the amount of acceptances did not *then*, and does not *now*, exceed one-tenth of the vast sum which the committee, for sensation purposes, have represented as floating about "in general circulation," and likely to "fall upon the holders." I will prove this from the table accompanying the report of the committee, and from the report itself.

Other and incontestible proofs are at my command, and were at the command of the committee. If they had really desired to know the precise amount of acceptances now "outstanding," they might readily have informed themselves by sending for our books, in which the amount has been accurately kept from the beginning,¹ or they might have sent for the cancelled acceptances themselves, which we never failed to take up at maturity and file, until long after the Government had failed to pay us what the heads of the Department have acknowledged to be due us, and what would have enabled us at any time, and would now enable us, to pay off every demand of every character that exists against us. I distinctly informed the committee that our books, and the files of cancelled acceptances would show what amount was now "outstanding"; and, although the resolution under which they were appointed gave them "full power to send for persons and papers," and charged them to "inquire into and report the facts," they chose to assume, and publish to the world, that the whole amount we had received was still outstanding, rather than send for the evidence to which I referred them, and which could have shown that nine-tenths of the whole had been paid off at maturity. These proofs, as I have said, are now at my command, and were at the command of the committee; but as they have failed to obtain and embody them in their report, which every consideration of justice and fair dealing required them to do, I will also pass them by, and confine myself to the "facts" and "figures" before the committee.

¹ The account of my firm with the government stands in fact thus:

For freights withheld in 1857	\$655,550
For interest three years at 12%, actually paid by us . . .	235,998
For losses in 1857 of train	300,000
For interest on same, three years.	108,000
For freights withheld by Government for 1860 and 1861 . .	50,000
<i>Total</i>	\$1,349,548

Before proceeding to demonstrate, as I have promised to do, that the report of the committee contains within itself its own manifest refutation, so far as the amount of acceptances represented to be "now outstanding" is concerned, I am constrained, as a matter of simple justice to myself, to say a few words in reference to my examination before the committee, touching this particular point, as they have reported it to the House of Representatives.

When desired by the committee to inform them what amount of acceptances I had received from the late Secretary of War, I replied, "I do not know." In the same connection, and for the purpose of explaining *why* I did not know, I informed the committee that I had received the acceptances in varying amounts of from five to one hundred and fifty thousand dollars, at irregular intervals of from one to three months, extending through a period of nearly three years, and that it was quite impossible, under these circumstances, for me to carry the gross aggregate in my head, and thus be able at any moment, without referring to the books in which an accurate account of them was kept, or to the files of cancelled acceptances themselves, to state what amount had been received, or what portion of the whole had been paid off and cancelled.

The committee then asked me to give my "impression" as to the amount received. This I did; averring at the same time that it was only "an impression." I was next desired to give my "impression" as to the amount that had been paid off and cancelled. I did this also; but proceeded as before to explain how impossible it was to even approximate the truth, without referring to our books or the files of cancelled acceptances. My "impressions" were taken down by their stenographer as I gave them; but the accompanying explanations he was not permitted to record.

After the foregoing interrogatories, concerning my "impressions" had been propounded and answered, I made substantially the following additional statement; "Whilst it is not important, in my opinion, that I should tax my mind with the gross amount of acceptances received and paid off through a term of years, and whilst it would be impossible for any living man to keep the account in his head, with anything like accuracy, if it were important, I do regard it as both possible and important for a business man to keep the general run of his financial affairs, so as to know very nearly at all times, without having to refer to the books, the amount of his outstanding liabilities. In this sense I claim to be thoroughly acquainted with my business. I am wholly unable, as

I said before, to tell you how many acceptances I have raised money upon during the last three years. All that matured, prior to the eighteenth day of September last, have been paid off; and as no practical advantage could possibly result from my keeping an account of them in my head, I frankly confess that I have had no motive, and have made no effort to do so. But I do know very nearly the amount of those now outstanding; and I am able to state, and do state, that the amount does not exceed \$600,000." This part of my testimony, for reasons best known to the committee, does not appear in their published report.

Why the committee saw fit to publish my "impressions," rather than my positive testimony, I leave for fair-minded men to determine. I will only add, in this connection, that the committee could not have misunderstood me; for when I informed them that the amount of outstanding acceptances did not exceed \$600,000 one of their number addressing me, said, "If you are not able to state the amount received or the amount paid off, how can you undertake to state the amount now outstanding." To this interrogatory I replied as follows: "I know from the balance sheet recently made out, the gross debt of our firm, including the outstanding acceptances. I know also, very nearly, the debt of our firm, independent of the acceptances. It is plain therefore that the aggregate of outstanding acceptances may be readily ascertained, by subtracting the latter amount from the former. The committee have also failed to publish this statement in their printed report."

I will now proceed to demonstrate from the table accompanying the report itself that the amount of acceptances "outstanding" is less than one-tenth of what the committee reports it to be. The first acceptances received by our firm from the War Department, as shown by the table above referred to, became due in the month of May, 1858. The amount was \$11,000. The amount of our earnings falling due in the same month was \$50,000 or \$8,400 more than the amount of maturing acceptances. These earnings I received from the War Department, and with them I paid off and took up the maturing acceptances. By comparing the amount of acceptances falling due in each month of the year 1858 with the amount of our earnings for the same periods, respectively, a similar result will be obtained in every case, without exception. Or if the gross aggregate of acceptances falling due in the year 1858 be compared with our gross earnings for the same period, the latter amount will be found to be very largely in excess of the former. In truth, our earnings for the year 1858, as will be seen by reference to the report of the committee, amounted to \$2,425,378.35; and the gross aggregate of

acceptances received by us from the War Department during the same period, including those that matured in the early part of the following year, was only \$1,102,764; in other words, our earnings during the year 1858 exceeded the acceptances by the sum of \$1,322,614.35.

Now I put the question to any fair-minded man: What became of the money received by our firm from the Government in 1858—amounting in the aggregate, as is shown by the report of the committee, to nearly two and a half million dollars? The committee were not left in doubt as to what became of it. I told them, in the course of my examination, that I had applied it—that is to say, so much of it as was necessary—to the payment of the acceptances issued to our firm by the War Department in 1858. I told them that the accuracy or inaccuracy of this statement could be rapidly ascertained by referring to our books or the files of cancelled acceptances. But if I had not told them these facts, and if the table accompanying their report had not shown that the amount of our receipts during the period referred to was more than above that of the acceptances; in short, if they had simply known, as they did know, not from me, but from accounting officers of the Government, that the acceptances in question, although more than two years *past due* had never been presented for payment at the Department, this single fact ought to have satisfied them, and will satisfy the country, that every dollar of those issued in 1858 had long since been paid off. And the same may be said of those issued in 1859. This brings me down to 1860. I suppose it is perfectly clear that none of the acceptances issued prior to that time are now “in circulation.” It remains to be seen what amount was issued in 1860, what portion of that amount has been paid, and what portion is “still in circulation.”

By examining the table accompanying the report of the committee, it will be seen that the gross aggregate of acceptances issued to our firm in 1860 was \$2,118,000. What portion of this sum is “still in circulation”? Let the report of the committee and their accompanying table answer the question. From these sources of information it appears that there are in the Interior Department conditional acceptances amounting to \$798,000. There are also unconditional acceptances at the same place, amounting to \$72,000. The amount of acceptances cancelled in 1860, and not used, as shown by the table, is \$140,000. The amount remaining in my possession, and not used, as shown by the report of the committee, is \$200,000. The amount that matured prior to the permanent suspension of our firm, and which did not go to protest, and must therefore have been paid at maturity is \$295,000. These several amounts added

together, give an aggregate of \$1,525,000, which, deducted from the gross amount issued to our firm in 1860, leaves \$613,000, which is the amount now outstanding.

The following tabular statement will complete the demonstration:

Amount of acceptances issued in 1860	\$2,118,000	
Deposited in Interior Department	\$870,000	
Cancelled and Returned unused	140,000	
Remaining in my possession unused	200,000	
Matured and paid off	295,000	
<i>Total</i>	<u>\$1,505,000</u>	
Outstanding		\$613,000

And yet in the face of these facts and figures the committee had had the hardihood to assert that the amount of acceptances "still in circulation" and likely "to fall on the holders," is \$6,137,395; which is in fact more than ten times the amount actually outstanding.

By turning your attention once more to the table accompanying the report of the committee, you will perceive by what sort of arithmetic this fabulous sum of six millions is made out. The result is obtained by adding together all the acceptances received by our firm from the War Department during the three years of '58, '59, and '60, making no deduction whatever for those that have been paid and those that were returned to the department; and the gross aggregate thus resulting is declared to be "still in circulation." In fact no deduction is made for the \$870,000 now in the possession of the Government, locked up in the Interior Department, seen there by the committee themselves, known by them to be there now, and not "still in circulation" or likely to "fall upon the holders."

If the Government will only pay our firm what the heads of the departments have acknowledged to be due us, I will restore the Indian Trust Bonds or their equivalent in thirty days. The \$870,000 of acceptances "still in circulation," in the vaults of the Interior Department, will then belong to me, and will not be left to "fall upon the holders."

By the convenient logic of the committee, I am shown to be indebted to the Government the par value of the Indian Trust Bonds and also a like sum on account of the \$870,000 of acceptances which I left with the Department in lieu of the bonds and as security for their return—that is \$1,740,000—whereas the truth is I only owe the market value of the bonds, which is less than \$575,000. But, as I have already shown, the Government owes me \$1,349,548. So far, therefore, from being debtor

to the Government, when the balance is struck, the Government will be found to be debtor to me, over and above the market value of the Indian Trust Bonds—which is less than \$575,000—and the outstanding acceptances—which is \$613,000—in the sum of \$161,548.

In view of the valuable services which I have rendered to the Government as contractor,—in view, especially, of their vast magnitude and the peculiar perils attending them—I appeal to the moral sense and enlightened judgement of my countrymen, to say whether I am or am not entitled to a fair and equitable settlement of my just claims and accounts. As contractor to supply the army in Utah during the Mormon War, I was compelled to risk all the earnings of a not inactive life. I was compelled to put in jeopardy every dollar I was worth; to expose my trains to the perils of a country inhabited only by wild beasts and wilder men; to incur the still greater peril of having my trains set upon and destroyed by the disloyal Mormons, who were then in open rebellion against the Federal Government, and whose known policy it was to cut off the supplies of the Federal army; in short, I put to hazard every dollar of my own property, and every dollar belonging to my partners in business, all, absolutely all, in attempting to transport supplies to an ill-fed and half-clad army, who were in the midst of an enemy's country, a thousand miles beyond the reach of any other aid, surrounded by hostile foes, and exposed besides to the double danger of death from starvation, and from the rigors of inclement weather. I embarked in this hazardous enterprise, at the urgent and pressing solicitation of army and Government officers, who gave me every assurance, that if I suffered loss from Indians or Mormon depredations, Congress would give me relief. And though I suffered the large losses herein stated, no relief has ever been granted.

I have thus frankly detailed all the circumstances attending my connection with the acceptances and the trust bonds. There is no other transaction in the course of a long business life, in which I have had very large operations with a great variety of persons, upon which I cannot look with entire satisfaction.

It was nevertheless a necessity brought on entirely by the failure of the Government to fulfill its engagements on the one hand, and its moral obligations on the other.

I was dealing with a party exempt from prosecution and indifferent to the obligations of honor. Had my business been with one equal with myself, and alike amenable to law, none of the difficulties I have encountered would have occurred. I have always maintained, and still

believe that the Secretary of War had the authority, by law, to adjust and pay all my accounts. He, however, declined to take the responsibility, and this left me the forlorn hope only of obtaining justice from Congress.

Wm. H. Russell.

New York, March 28, 1861.

St. Louis Tri-Weekly Republican, April 4, 1861, p. 4.

Mr. Russell's Defense

The statement published by Mr. Russell, of his business connections with the United States Government, relieves him from the odium he suffered in consequence of the criminal proceedings instituted against him, and of the report of the Congressional committee which took his case in hand. That as regards a part of the state bonds—the property of the Government which came into his hands—he does not deny that he knew they were surreptitiously obtained—but his straits were extreme—the Government was largely his debtor—he replaced the bonds with the acknowledgements to an equal amount, of his firm. The embarrassments into which he was plunged, and which extenuated, in his mind, whatever of fault there was in accepting these bonds, with the knowledge he had of how they had been obtained, were owing to the negligence of the Government in adjusting his honest claims against it. The acceptance of these bonds, the property of the Government which was withholding its dues from him, was similar to the act of a detaining by a creditor, the property of a debtor which had fallen into the creditor's hands.

The most complete part of his vindication is his exposure of the wrong done him by the Committee of Congress. He has clearly shown that they have charged him with outstanding obligations to the amount of six millions, when the actual sum is not over six hundred thousand dollars. The Committee charges him with a balance due to the Government of seventeen hundred thousand dollars; while he shows that if his just claims on the Government were paid, the balance would be one hundred and sixty-one thousand dollars due FROM the Government. There is another mistake of the Committee amounting to nearly two million of dollars. The report of the Committee is to the last degree discreditable to its authors. If it was drawn up by them in the belief they were stating facts, their ignorance and inability to distinguish fact from fiction is pitiable. If it was manufactured with a view to political

effect, the falsehoods it contains are still more disgraceful to the Committee. We are excusable in pointing to such a report from such authority as evidence of a demonstration which seems to have tainted every sphere of public life. Is it easy to imagine any Committee, raised for a similar purpose in the British House of Commons or in the French Legislature would so completely ignore and falsify the truth as this Committee has done? Men in the highest stations give signs of a willingness to sacrifice oaths of office, sense of duty, obligations of honor, regard for the reputation of citizens, and every principle, adhesion to which should be held sacred, to further party purposes.

Mr. Russell's defense is instructive, as showing how negligent is the Government of its obligations to faithful public servants. Mr. Russell avers, with no doubt entire truth, that had he stood, as he had every provocation to stand, upon his strictly legal rights, the injury to the Government service would have been incalculable. With great exertion and great risk he took upon himself burdens which the Government had no right to throw upon his shoulders. Congress was grossly remiss in not making appropriations as would have satisfied his just claims. Yet he persevered, carrying out immense contracts, involving the employment of five thousand men, fifty-two thousand cattle, twenty-five hundred horses and mules, and between four and five thousand heavy wagons. He persevered under embarrassments, denied the money supplies which the Government should have furnished him, relying upon his own credit to raise funds. The necessities of the service were very urgent. The Government was bound to keep its troops supplied at any cost; the issue of the War Department acceptances, which have been so much condemned as notes, seems to have been a necessity. In no other way could money be raised—so it would appear—to do the Government's absolutely necessary work. Mr. Russell's defense, as far as it uncovers the matter of these acceptances, goes far to exculpate Secretary Floyd; and corroborates the assertion of the latter that he saw no other possible way of meeting a great exigency. To men who desire to put the best construction upon the acts and motives of their fellowmen, it is some relief in reading the harsh indictment that has been preferred against Secretary Floyd, to find that at least one of the counts involves no real turpitude.

It is high time now that the claims of Mr. Russell and his enterprising firm, in quality of contractors with the Government, receive an impartial and intelligent hearing. We trust that partizan Congress committees, and partizan newspapers will no longer sway either the

Government or public opinions to the detriment of truth and justice in the premises. Men who have served the Government as faithfully as have these contractors, deserve that their services should be appreciated in the spirit in which they were rendered. Not a dollar that is equitably their due should be withheld from them a moment longer than may be required to audit their accounts.

Liberty Tribune, April 12, 1861.

Biographical Supplement

CAPTAIN BENNETT RILEY

Captain Bennett Riley was born in St. Mary's County, Maryland, November 27, 1787. During the War of 1812 he served in the northern campaigns of Generals Jacob Brown and James Wilkinson. He participated in the battles of Sackett's Harbor, La Cole's Mill, and Plattsburg, and an unnamed ambush by the British. On January 19, 1813, he was appointed an ensign in a rifle regiment in which he rose rapidly to the rank of 2d lieutenant. By 1818 he had been promoted to captain, and during the same year he was transferred to the infantry. In 1823 he participated in the Dakota Arikara Campaign. He was senior captain of the 6th Infantry in 1829, and had been commended several times for good conduct in action. On August 6, 1828, he was brevetted major for ten years of faithful service in one grade. He remained with the 6th Infantry, and was married to Arabella Riley. On September 26, 1837, he was promoted to major and transferred to the 4th Infantry. In 1839 he was promoted to lieutenant colonel and brevetted a full colonel after the battle of Chokachatta, Florida.

During the Mexican War, Riley commanded a brigade under General Winfield Scott and participated in the siege of Vera Cruz and the battles of Cerro Gordo and Contreras. After these battles he was brevetted, first to brigadier and then to major general. In 1847 he led the 2d Infantry to California, where he acted as *ex officio* provisional governor. He was promoted to full colonel of the 1st Infantry, but because of ill health he did not assume command of the 1st and went instead to Buffalo, New York, where he died June 9, 1853. (Otis E. Young, *The First Military Escort on the Santa Fe Trail 1829* [Glendale: Arthur H. Clark Co.], pp. 54-55, 172-174.)

STEPHEN WATTS KEARNY

Stephen Watts Kearny was born near Newark, New Jersey, August

30, 1794, and became an ensign in the New York City and County Militia in 1810. In 1812 he was commissioned 1st lieutenant in the 13th Regiment of Infantry and served in the War of 1812. He remained in the army and was sent to the western frontier. In 1825 he accompanied General Henry Atkinson to the upper Missouri River, rebuilt Cantonment Towson on the Red River in 1831, and commanded an expedition to South Pass in 1845. He was commissioned colonel of the 1st Dragoons in 1836, which rank he held at the outbreak of the War with Mexico.

On the march to Santa Fe, as commander of the Army of the West, Kearny received his commission as brigadier general. After the fall of Santa Fe he marched to California and fought the battle of San Pascual, December 6, 1846. While in California, Kearny was involved in an unfortunate controversy with Commodore R. F. Stockton over the question of authority. He returned to Fort Leavenworth on August 22, 1847, and died in St. Louis October 31, 1848. (H. H. Bancroft, *History of California* [San Francisco: The History Company, 1886], Vol. V.)

WILLIAM GILPIN

William Gilpin, whose ancestors came to Britain with William the Conqueror, was born in Delaware County, Pennsylvania, October 4, 1822. After attending school in England, he returned to Pennsylvania and was graduated from Pennsylvania University. He was appointed to the U.S. Military Academy and upon graduation was commissioned 2d lieutenant in the 2d Dragoons and sent to Missouri to recruit troops in the Seminole War. At the close of the conflict he resigned from the army and went to St. Louis, where he was editor of the *Missouri Argus* for a year. He became clerk of the Missouri House of Representatives in 1840 and located at Independence, Missouri, in 1841 and opened a law office. In 1843 he joined John C. Fremont's exploring expedition of that year and went to Oregon.

In 1846 Gilpin was elected major in Colonel Alexander W. Doniphan's 1st Regiment Missouri Mounted Volunteers and accompanied it to Mexico. Upon returning to Independence in 1847, he was asked to recruit a battalion of volunteers to clear the Santa Fe Trail of Indians. In 1861 President Lincoln appointed him governor of Colorado Territory, which office he held two years. On February 12, 1874, he married Mrs. Julia Pratt Dickerson, of St. Louis, Missouri. He died in Denver, Colorado, January 19, 1894. (William E. Connelley, *Doniphan's Expedition* [Kansas City: Bryant & Douglas, 1907], pp. 144-152.)

ALEXANDER W. DONIPHAN

Alexander William Doniphan, son of Joseph Doniphan, a Revolutionary soldier, and Ann Smith, a descendant of one of the original settlers at Jamestown, Virginia, was born in Mason County, Kentucky, July 9, 1808. After having been taught by his mother and in the common subscription schools of the day, he entered Augusta College at Augusta, Kentucky, in 1822 and was graduated in 1826. From 1827 to 1830 he studied law in the office of Martin T. Marshall, brother of Chief Justice John Marshall of the United States Supreme Court. In 1830 he moved to Missouri and located in Lexington. In 1833 he moved to Liberty, where he soon developed a wide practice in criminal law. On December 21, 1837, he married Elizabeth Thornton. They had two sons—Thornton, who died from accidental poisoning, and William, who was drowned. Doniphan participated in the "Mormon War" of 1838. He raised the 1st Regiment Missouri Mounted Volunteers, was elected colonel of it, and led it to Santa Fe, Chihuahua, Monterey, and back home in 1846–1847. He fought and won the battles of Bracito and Sacramento.

Doniphan was a disciple of Henry Clay and a Whig and sought office twice, in 1837 and 1854, when he was elected to the Missouri legislature. When the Whig party became defunct he worked with the Democrats. He was a strong Union man, but he opposed coercion as well as secession. Consequently he took no active part in the Civil War. He moved to Richmond, Missouri, in 1868 and went into the banking business. On August 8, 1887, he died there and was buried in Liberty with his wife and sons. (DeWitt C. Allen, "Colonel Alexander W. Doniphan: His Life and Character," in William E. Connelley, *Doniphan's Expedition* [Kansas City: Bryant & Douglas, 1907], pp. 15–39.)

WILLIAM BRADFORD WADDELL

William Bradford Waddell, born in Fauquier County, Virginia, on October 17, 1807, was a lineal descendant of Governor William Bradford of Plymouth Colony. His family moved to Mason County, Kentucky, in 1815; in 1824 Waddell went to Galena, Illinois, where he worked in the lead mines for a short time. From there he went to St. Louis, Missouri, where he clerked in the Berthoud & McCreery store. After some time he returned to Mason County and worked in a store in the town of Washington.

On January 1, 1829, Waddell married Susan Byram, and not long thereafter he established a business of his own in Mayslick, Kentucky.

In 1835 or 1836 he moved to Lexington, Missouri, and opened a general merchandise and commission business. In 1837 he assisted in organizing the Lexington First Addition Company and later the Lexington Fire and Marine Insurance Company and the Lexington Female Collegiate Institute. He was a partner in the firm of Morehead, Waddell & Company, whose name was later changed to Waddell & Russell when William H. Russell bought Morehead's interest.

Waddell also helped organize the Lexington & Booneville and the Lexington & Davies County Railroads in 1853 and served as a director of both. On December 28, 1854, he signed a copartnership agreement with William H. Russell and Alexander Majors, creating the noted freighting firm of Majors & Russell, Waddell & Russell, and Russell, Majors & Waddell, as the company was variously known. The great firm failed in 1861. Waddell never engaged in business again and died April 1, 1872. (Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* [Stanford: Stanford University Press, 1949], pp. 9-12, 137.)

WILLIAM HEPBURN RUSSELL

William Hepburn Russell was born in Burlington, Vermont, January 31, 1812. In 1828, at sixteen years of age, he was employed in the Ely & Curtis store in Liberty, Missouri. Two years later he was working for the Aull brothers in Richmond or Lexington, Missouri. On June 9, 1835, he married Harriet Elliot Warder. In 1840 he helped organize the Lexington First Addition Company, of which his future partner, William Bradford Waddell, was also a member. In 1838, in partnership with James S. Allen and William Early, he established a retail store under the name of Allen, Russell & Company, which failed in 1845. He served as treasurer of Lafayette County, 1840-1855, and as postmaster of Lexington, 1841-1845.

In 1843 he became a partner in Waddell, Ramsay & Company, and with James H. Bullard and Dewitt Pritchard opened another store under the title Bullard & Russell. This firm, in association with E. C. McCarty, sent a wagon train of merchandise to Santa Fe in 1847 and another in 1848.

In 1850, Russell, James Brown, and John S. Jones formed the partnership of Brown, Russell & Company and sent 135 wagons loaded with military supplies from Fort Leavenworth to Santa Fe. Brown died in 1850, and the surviving partners carried on in military freighting as Jones & Russell. In 1852 he became a partner of William Bradford Waddell in the mercantile firm of Waddell & Russell, which transported

military supplies to Santa Fe in 1854. On December 28, 1854, Russell, Alexander Majors, and William Bradford Waddell formed a copartnership variously known as Majors & Russell; Waddell & Russell; and Russell, Majors & Waddell for the purpose of transporting military supplies to forts and posts in the west. (Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* [Stanford: Stanford University Press, 1949], pp. 5-8 and notes; Aull, Letter to Thomas Larkin, Aull Letter Book, V, 98; MS, *Record Books F and M*, Lafayette County, Missouri.)

ALEXANDER MAJORS

Alexander Majors was born October 4, 1814, near Franklin, Simpson County, Kentucky. In 1819 his family moved to western Missouri and settled near Fort Osage. In 1834 Majors married Catherine Stalcup and began farming in Cass County, Missouri. In 1846 he took one wagonload of Indian trade goods to the Pottawatomie reservation on the Kansas River. In 1848 he entered the freighting business with six wagons. His first experience in transporting military supplies was in 1850. In 1851 he piloted a train of 25 wagons laden with merchant's goods to Santa Fe and returned home in time to make another trip to Fort Union with military supplies. From then on he was continually, but not exclusively, engaged in military freighting. In 1854 he used 100 wagons and 1,200 oxen and employed 120 men. In December of that year he entered into a copartnership agreement with William H. Russell and William B. Waddell and organized the freighting firm of Majors & Russell, Waddell & Russell, or Russell, Majors & Waddell, as it was variously known. (Raymond W. Settle and Mary Lund Settle, *Empire on Wheels*, pp. 12-14; Alexander Majors, *Seventy Years on the Frontier* [Columbus, Ohio: Long's College Book Co., 1950], pp. 15, 128, 137; William H. Russell, Alexander Majors, and William Bradford Waddell, Copartnership Agreement, December 28, 1854.)

ROBERT BOYLES BRADFORD

Robert Boyles Bradford, born near Nashville, Tennessee, January 1, 1813, was a half brother of Catherine Bradford Waddell, a descendant of Governor William Bradford of Plymouth Colony and the mother of William Bradford Waddell. The exact year when he located in Lexington, Missouri, is not known, but on February 27, 1843, he married Martha G. Waddell of that town, who lived only a short time. On March 26, 1845, he married Elizabeth N. Waddell, daughter of Major James Waddell and a cousin of William Bradford Waddell. In 1844 he became a partner

in the general merchandise firm of Bullard, Russell & Company. On August 23, 1859, he entered into a contract with William H. Russell, Alexander Majors, and William B. Waddell to open a store in the new town of Denver, Colorado, of which he would be the manager. The name chosen for the firm was R. B. Bradford & Company. The firm of Russell, Majors & Waddell sent out two wagon-train loads of goods, and the concern opened for business in September, 1859. The business was a success, but it was swept out of existence by the failure of the great freighting firm. He died on his ranch at Bradford, Colorado, in 1876. (Raymond W. Settle, "Bradford the Merchant," in *Denver Posse of Westerners 1954* [Boulder: Johnson Publishing Co., 1955], X, 52, 53, 189.)

BENJAMIN F. FICKLIN

Benjamin F. Ficklin was one of a hundred men William M. F. McGraw chose for his United States Overland Wagon Road survey party. When the work was abandoned on account of Mormon hostility he served for a time as Deputy United States Marshal in Utah Territory. After a brief service in that capacity, he entered the service of Colonel Albert S. Johnston as an express rider. In early 1858 he made a remarkable trip to the Flathead country to secure cattle and mules for the Army of Utah and in April of that year rode to Fort Leavenworth with Colonel Johnston's dispatches. He remained in the East, and in 1859 he was employed by the Leavenworth & Pike's Peak Express Company. When that company late in the year was taken over by the Central Overland California & Pike's Peak Express, he became route superintendent in it. In 1860 he helped organize the Pony Express and was later discharged. He became associated with Hiram Sibley and Jephtha Wade in the Pacific Telegraph Company and went to Virginia when the Civil War broke out. He joined the Confederate army and was commissioned major in the Transportation Department. After the war he engaged in the stage-coach business in the southwestern states and Indian Territory. He died in Washington, D.C. (Raymond W. Settle and Mary Lund Settle, *Saddles and Spurs* [Harrisburg: Stackpole Company, 1955], pp.164-167.)

JOHN S. JONES

The reason John S. Jones went to Washington in the winter of 1858-1859 was to bid for the great freighting contract in competition with Russell, Majors & Waddell. He and his partner, Dr. Joseph L.

Cartright, had a large wholesale store in Denver and another in Auraria. In 1859, Jones & Cartright contracted to transport 150 wagon loads (about one million pounds) of military supplies to Camp Floyd, Utah, for which Cartright expected to receive \$140,000 in payment. This involved their entire capital he said. Upon arriving at Camp Floyd he sold the wagons and several hundred oxen at \$80.00 a yoke delivered in Carson Valley, Nevada. About the middle of September, Cartright left Salt Lake Valley for California with one thousand head of cattle for which he expected to receive \$37.00 a head. The profit would be great because the animals had already paid for themselves in hauling the supplies from Fort Leavenworth to Camp Floyd. He arrived at Sacramento about the middle of November. He returned to Missouri by way of the Isthmus of Panama, New York, and Washington. (Dr. Joseph L. Cartright, Letters to Milton, September 12, 1858, September 16, 1859.)

DR. JOSEPH L. CARTRIGHT

Dr. Cartright was born in Clay County, Kentucky, on October 25, 1825. He completed his literary education at Eddyville, Kentucky, and after reading medicine for four years he attended a full course in medical lectures at Transylvania University, Louisville, Kentucky. Following that he practiced for six years in Clark County, Kentucky, then in the winter of 1854 he moved to Missouri, stopping a few weeks in St. Louis. In the spring of 1855 he went to Kansas City, where he lived for a time, then located in Pettis County on a farm. In 1858 he formed a partnership with John S. Jones, who also lived in Pettis County, and delivered 156 wagon loads of government supplies to Salt Lake City. Then they drove their oxen to California and sold them. They also had a store in Auraria and were financially interested in the Leavenworth & Pike's Peak Express Company. Early in 1859 they took a trainload of merchandise to Denver. When they arrived, the Denver Town Company offered them seventy-five town lots and five acres of land if they would open their store in Denver. They accepted the offer and built a log structure near the corner of Blake and G streets. Later they erected the first brick building in Denver. During 1859-1860 they used five hundred wagons in their freighting business. In April 1861 he married Laura Kitchin. He died May 16, 1888. (*History of Pettis County* [1882]; Pettis County, *Record Book 11*, p. 498; Cartright, Letter to Julian, August 24, 1854; letters to Milton, September 16, 1847, September 12, 1858.)

NELSON SARGENT

Nelson Sargent was born in Brattleboro, Vermont, on November 5, 1811. Nothing is known of his early life. In April, 1837, he established a stage line between Brattleboro and Boston and continued to operate it until 1840. He then organized the Boston & Fitchburg stage company and ran double coaches between those places until 1843. From 1843 to 1854 he was engaged in the hotel, real estate, and insurance business in Boston. In 1854 he moved to Iowa, where he was superintendent of the Western Stage Company for two years. Then he became secretary and general manager of the Northwestern Land Company of Chicago. In 1858 he established a shingle business in that city, which he operated until 1859, when he went to Leavenworth, Kansas, and became superintendent of the Western Division of the Leavenworth & Pike's Peak Express Company. He resigned after a few months, and in 1860 became superintendent of the American Mining Company. Not long afterward he built the Tremont House in Denver. From 1860 he was engaged in various enterprises. (*History of Clear Creek and Boulder Valleys* [Chicago: 1880].)

BENJAMIN HOLLADAY

Benjamin Holladay was born in Carlisle County, Kentucky, in October, 1819, and in childhood was taken to western Missouri by his parents. In 1839, at twenty years of age he was operating a saloon and store in Weston, Missouri. At the same time he was trading with the Indians in what became Kansas. He also ran a hotel in Weston. When the War with Mexico came on he furnished supplies for General Stephen Watts Kearny's Army of the West. At its close he purchased oxen and wagons from the government and, in partnership with Theodore F. Warner, of Weston, Missouri, took fifty wagonloads of goods to Salt Lake City in 1849. In 1850 they bought a herd of oxen, drove them to California, and sold them at a handsome profit. His first connection with Russell, Majors & Waddell was in 1858-1859, when he bought livestock for them. In 1858 he joined Russell in a contract to deliver flour to Camps Scott and Floyd in Utah. In 1860 he advanced money and cashed drafts to assist the Central Overland California & Pike's Peak Express Company in organizing the Pony Express. Because of this and other advances and loans he got a mortgage on the company and bought it in a foreclosure sale for \$100,000 on March 7, 1862. In 1863 he organized the California, Oregon, and Mexican Steamship Company, and in 1866 he sold his stage-coach business to Wells Fargo

& Company. In 1867 he organized the Northern Pacific Transportation Company, and a year later he became chief owner of the Oregon Central Railroad Company and sold his steamship interests to build 240 miles of track. In 1876 he lost control of the company and retired from business life. In his prosperous years he maintained a beautiful home in Washington and built a mansion called "Ophir," near White Plains, New York. He died in Portland, Oregon, July 8, 1887. (*Dictionary of American Biography* [New York: 1932], Vol. IX, pp. 141-142; Raymond W. Settle and Mary Lund Settle, *Saddles and Spurs* [Harrisburg: Stackpole Company, 1955], p. 41; Raymond W. Settle and Mary Lund Settle, *Empire on Wheels* [Stanford: Stanford University Press, 1949], p. 129; *Missouri Historical Review*, Vol. XXXV, pp. 145-146.)

GEORGE CHORPENNING

George Chorpenning was born in Somerset, Pennsylvania, June 20, 1820. In early life he engaged in various enterprises, including the operation of an inn near Somerset called the Wayside Inn. In 1849, accompanied by Conrad Flick and Irwin Pile, he set out for the California gold fields. They walked one hundred miles to Pittsburg and worked their passage on Ohio and Missouri river steamboats to Independence, Missouri. There they bought a wagon and two mules with which they crossed the Great Plains and mountains. In 1851, with Absalom Woodward as partner, he secured the first contract for carrying the United States mail between Sacramento and Salt Lake City once a month for \$14,000. On May 1 they set out with seventy to seventy-five pounds of mail on a mule. They arrived in Salt Lake City fifty-three days later, having been delayed by heavy snow in the Sierra Nevada Mountains. In November, 1851, Woodward was killed by Indians on the Malad River in western Utah. During the winter of 1851-1852 unfavorable weather and bad roads so delayed the transportation of the mail that the Postmaster General cancelled Chorpenning's contract and gave it to W. L. Blanchard of California with a raise in pay to \$50,000 a year. When Chorpenning went to Washington and got his contract reinstated, his pay was increased to \$30,000 a year. He was the successful bidder in 1854, 1856, and 1858. In the latter year the service was placed on a weekly basis with pay of \$130,000 a year. Chorpenning bought ten stage coaches and organized the first stage line between Salt Lake City and California. On May 11, 1860, the Postmaster General again cancelled his contract, alleging failure to fulfill it, and gave it to the Central Overland California & Pike's Peak Express Company. When the Civil

War began, Chorpensing assisted in raising two regiments of volunteers and became major in one of them, the 1st Regiment of Maryland Volunteer Infantry. When he presented a claim to Congress for losses incurred in carrying the mail from 1851 to 1860, the claim was allowed and a Treasury warrant for \$443,010.60 given him. Payment on it, however, was stopped, and he did not receive so much as a dollar due him. He died a poor man April 3, 1894. (Albert M. Row, "Dogged Courage of Originator All That Saved Pony Express," *Los Angeles Times* September 9, 1923; Eber Cockler, letters to authors, February 21, March 31, and April 11, 1962, and many genealogical items concerning George Chorpensing; A. N. Chorpensing, letters, April 13, 26, 1962, and genealogical items.)

THOMAS P. AKERS

Thomas P. Akers was pastor of the First Methodist Church in Lexington, Missouri, in 1855. That same year he was elected to Congress and sat in the 34th session of that body. He was a good orator and won much prestige in the House of Representatives; he was doubtless useful to Russell in various ways while a member of that body. When his term in office expired, he remained in Washington, probably in the employ of Russell, Majors & Waddell. When Russell was arrested, he called Akers in as counsel. Later he went to New York, became a financier, and in partnership with Russell organized the brokerage firm of Akers, Russell & Pease. He became president of the Gold Board in Wall Street, and was bankrupted by the Civil War. After the close of that conflict he returned to Lexington and opened a law office. He died in Lexington in 1876. (William Young, *History of Lafayette County* [Indianapolis, 1910], p. 70; 36th Cong., 2d Sess., *H. Rpt.* 78, p. 362; National Archives, District Court for the Southern District of New York, Bankruptcy Case No. 1290, Schedule A—No. 2: *History of Pettis County*, p. 256.)

Great Plains Chronology

- 1803 The Louisiana Purchase places the northern Great Plains under the United States flag.
- 1804– Meriwether Lewis and William Clark follow the Missouri River.
- 1806 The expedition provides information concerning the vast new territory and opens an overland route west.
- 1806 The Zebulon Pike expedition makes the first official United States contact with the Pawnees. The American flag is raised over their village south of the Republican River in present-day Webster County, Nebraska.
- 1807 Manuel Lisa ascends the Missouri with a keelboat of trade goods. John Colter, the first known white man to visit the area, spends the winter of 1807 in the Cody and Jackson Hole area.
- 1819– Fort Atkinson, the first United States military post west of the Missouri River, is established at Council Bluffs on the Nebraska side of the river, near the present town of Fort Calhoun, Washington County, Nebraska.
- 1820 The Stephen H. Long expedition pushes west along the Platte from Fort Atkinson to the Rocky Mountains. Long's report, like that of Pike, supports the theory that the Plains are a "Great American Desert."
- 1821– William Becknell heads the first successful American trading party from western Missouri to Santa Fe. Two other trading parties, one under the leadership of Hugh Glenn and Jacob Fowler, the other under Thomas James, also reach Santa Fe.
- 1822 Becknell heads a second trading party to Santa Fe and is the first to transport goods across the Plains in wagons.

The Rocky Mountain Fur Company is organized by William Ashley of St. Louis, who initiates the annual fur rendezvous.

- 1824 Trappers of the American Fur Company under the leadership of Thomas Fitzpatrick locate South Pass.
- 1827 The first wheeled vehicle, a rude carriage on which a cannon had been mounted, is said to have been taken through South Pass.
- 1829 Secretary of War John H. Eaton orders the first military escort for the annual traders' caravan along the Santa Fe Trail. Major Bennett Riley heads the detail of about 180 men. Oxen are used on the Trail for the first time.
- 1830 Fur traders Jedediah Smith, David Jackson, and William Sublette drive the first loaded wagons along the Great Plains portion of the Oregon Trail.
- 1832 Captain B. L. E. de Bonneville directs the first wagon train through South Pass. He builds Fort Bonneville, called "Fort Nonsense" because of its poor location in the upper Green River region.
- 1834 Captain Clifton Wharton heads the second recorded military escort on the Santa Fe Trail. Fort Laramie is established as a post for barter and for protection against hostile Indians.
- 1835 The Reverend Samuel Parker and Dr. Marcus Whitman are the first missionaries to travel overland to the West Coast, accompanying a fur brigade under the direction of Lucien Fontenelle.
- 1836 Narcissa Whitman and Eliza Spalding, brides of Dr. Whitman and the Reverend H. H. Spalding, are the first white women to cross South Pass, traveling west by buggy.
- 1840 The concept of a permanent "Indian Country," closed to white settlement, is adopted as government policy. The Great Plains comprise much of the region. The last fur rendezvous is held, as trade shifts from beaver to buffalo, from rendezvous to fort.
- 1842 Lieutenant John C. Fremont ("The Pathfinder") crosses the continent and popularizes the Oregon Trail with his report. The great tide of western immigration begins.

- 1843 Captain Philip St. George Cooke heads the third and last recorded military escort on the Santa Fe Trail, making two trips to the Cimarron Crossing of the Arkansas and back.
Fort Bridger is established by Jim Bridger and Louis Vasquez.
1843 marks the beginning of a new phase of history, that of the great migration to the West Coast—to Oregon, to Utah, and to the gold fields of California—during the 1840's, 1850's and 1860's.
- 1845 Annexation of Texas puts a large portion of the Great Plains under the United States flag.
- 1846– The War with Mexico marks the beginning of large-scale military
1847 freighting across the Great Plains.
The Mormons establish a new overland trail north of the Platte River in their exodus to Salt Lake.
- 1847 James Brown of western Missouri is the first civilian contractor to transport military supplies along the Santa Fe Trail.
- 1849 The Gold Rush to California draws thousands of '49'ers across the Plains.
- 1850 The first U.S. mail contractors begin mail service from the East to Salt Lake City.
- 1851 The Great Fort Laramie Treaty Council held to establish roads and military posts and to bring peace to Plains tribes in return for annuities. But the Indians remained a constant menace along the trails, and battles were to be fought for more than a quarter of a century.
- 1854 William H. Russell, William B. Waddell, and Alexander Majors form the freighting copartnership of Russell, Majors & Waddell and establish headquarters at Leavenworth, Kansas.
The Kansas–Nebraska Act marks the end of the Indian Country concept and the beginning of large-scale white agricultural settlement of the area.
- 1855 Russell, Majors & Waddell obtain a monopoly on military freighting and begin operations across the Plains along the Santa Fe and Oregon trails.
- 1857 Colonel Albert Sidney Johnston leads a force, the so-called Army of Utah, to put down the rebellious Mormons. Russell, Majors &

Waddell are called upon to supply the army at a tremendous loss. Congress authorizes overland mail service to California, and Butterfield & Company, also known as the Overland Mail Company, is organized. Mail and stage lines are established on the Southern route from St. Louis to San Francisco.

- 1858 The Army of Utah enters the Salt Lake Valley and builds Camp Floyd.
Brigham Young is deposed as governor of Utah and Alfred Cumming appointed in his stead.
Gold is discovered in Colorado.
- 1859 Russell, Majors & Waddell, in partnership with Robert B. Bradford, open a store in Denver under Bradford's management. William H. Russell and John S. Jones organize the Leavenworth & Pike's Peak Express Company, later taken over by the Central Overland California & Pike's Peak Express Company.
The Ben Holladay stage lines begin operation.
- 1860 Russell, Majors & Waddell obtain a contract for mail service from St. Joseph to San Francisco. They also inaugurate the first regular overland stage line along the central overland route through South Pass.
The Pony Express is organized and put into operation. Stations for the Pony Express and a stage line are built through the Upper Sweetwater, South Pass, Fort Bridger, Salt Lake City, and on west to Sacramento.
William H. Russell abstracts \$870,000 worth of bonds from the Indian Trust Fund held by the Department of the Interior, thus precipitating the Indian Trust bond scandal.
- 1861 Russell, Majors & Waddell are forced to declare bankruptcy.
The first transcontinental telegraph line completed in October, heralding the end of the Pony Express.
The outbreak of the Civil War closes the Southern route and draws soldiers from frontier posts.
- 1862 Ben Holladay buys the Central Overland California & Pike's Peak Express Company at auction for \$100,000.

Bibliography

MANUSCRIPTS

Affidavits. There exist many affidavits made by wagon masters and others. They refer to losses of equipment and oxen in Utah and the causes of such losses and constitute important evidence in support of a claim presented in Congress by Majors & Waddell. Waddell Collection, Huntington Library.

Company Records. These records include estimates of receipts and disbursements, balance sheets, trial balance sheets, statements of assets, statements of bills payable, estimates of wages due, and other important records relating to the several companies in which Waddell was a partner. Waddell Collection, Huntington Library.

Contracts. Many of the important contracts relating to the freighting company are found in the Waddell Collection, Huntington Library. Others are to be found in Records of the War Department, Quartermaster General Consolidated File, National Archives. See also "Memorandum of Agreement, May 11, 1859," *Kansas Historical Quarterly*, XIII (1944-1945), 487-488.

Letters. Many letters relating to the business affairs of Waddell, Majors, and Russell are in the Waddell Collection, Huntington Library. These include letters to William B. Waddell from Thomas P. Akers, T. H. Larkin, A. O. Bangs, Robert B. Bradford, Charles Byers, A. F. Garrison, W. S. Hays, Alexander Majors, George W. Martin, Jonathan Miles, Andrew B. Miller, William H. Russell, and John W. Waddell. Also included are letters from J. R. Aull to T. H. Larkin, from Andrew B. Miller to W. B. Waddell and William H. Russell, from William H. Russell to Samuel & White, from Russell, Majors & Waddell to John B. Floyd, from Russell, Majors & Waddell to Jerome B. Simpson, and from E. M. Ryland to Waddell and Russell.

See also J. R. Aull, "Letter Book," MS, Lexington Historical Society, Lexington, Missouri; letters from Dr. Joseph L. Cartright

to Julian and Milton Cartright, Cartright family archives; and letter from Norris Colburn to *Boone's Lick Advertiser*, September 10, 1846.

Miscellaneous. There are many other items of interest in the Waddell Collection, Huntington Library, which relate to the freighting company's history. These include additional letters, court petitions, statements of claims, a Waddell genealogy, petitions by debtor, a plat showing the land held by Russell, Majors & Waddell in Denver, etc.

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30th Cong., 1st Sess., H. Exec. Doc. 41, pp. 419-546.

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