

2-1-1871

Report : Claim of the Northwest Fur Company

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Recommended Citation

S. Rep. No. 337, 41st Cong., 3rd Sess. (1871)

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IN THE SENATE OF THE UNITED STATES.

FEBRUARY 1, 1871.—Ordered to be printed.

Mr. BUCKINGHAM, from the Committee on Indian Affairs, submitted the following

REPORT.

The Committee on Indian Affairs, to whom was referred the account of the Northwest Fur Company, for provisions and payment of men for the defense and protection of Government property at Fort Union in 1866 and 1867, and the claim of T. Bruguin & Geowey, for subsistence furnished for the protection of the fort at the same time, submit the following report:

The account of the Northwest Fur Company embraces a charge of \$9,780 for the payment of Indian soldiers, at one dollar per day, and charges for wood and hay, amounting to \$1,025; and the bill of T. Bruguin & Geowey embraces a charge of \$2,000 for the destruction of buildings. In other respects, the two accounts are for like articles, furnished at the same time and for the same object, and as their claim for payment rests upon the same state of facts, they are treated in one report.

It appears from a report made January 1, 1867, by Mahlon Wilkinson, United States Indian agent for the Upper Missouri, to George Faulke, *ex officio* superintendent of Indian affairs at Yancton, Dakota Territory, that on 19th December, 1866, a party of Indians made a dash on a party of men who had gone from the fort for wood, drove them in, and cut the harnesses from two mules belonging to the Northwest Fur Company, and escaped with the mules. They also killed a horse under a Mr. Farwell, who was on his way to the fort from Fort Buford, and drove him back.

On the same day Mr. Wilkinson wrote Colonel Ruskin, commanding at Fort Buford, stating that he regarded the post in danger, and requested him to send a guard of sixteen or twenty men, which he declined.

On the receipt of the reply from Colonel Ruskin, Mr. Wilkinson collected all the white men that he could, and sent a messenger to the Assinaboine chiefs for help, to which two chiefs and six soldiers responded, on the 21st and 22d of the month. In the interval, the Sioux Indians made hostile demonstrations on all parties outside the fort, and on the 24th a party of nearly one hundred Indians came near the fort, a part of whom appeared to be in favor of attacking it, but a majority against it.

Two of the chiefs were admitted to the fort for a talk, and said that they had soldiers enough to cover the prairie like a blanket, but they would counsel peace in the camp. After this, thirty-eight Indians came, but were refused admittance.

The Assinaboinés had a camp of nearly one hundred lodges at "Big Muddy," but not more than two hundred warriors. Their chiefs advised

against abandoning the fort, and said that as long as it was held, they could keep 5,000 Sioux warriors in check. The agent says that the abandonment of the fort would have been talked of around every Sioux camp fire, as a Sioux victory, and all the Sioux would have been invited to bring their old men and squaws to pick up the plunder. And the Assinaboines would have been forced to join the Sioux in a war against us. Under these circumstances, he felt compelled to organize a band of Assinaboines for the protection of the fort and property, and to order rations for them and the white men who remained to defend the place.

The agent certifies that the goods, merchandise, and provisions were furnished by his orders and issued under his supervision to the friendly Assinaboines and whites whom he called into the fort for the defense of the people and property therein against hostile Sioux Indians; that the accounts are just, and, in his opinion, should be paid.

It further appears by the report of the agent that the fort was built in 1832, and some of the houses at a later date; that the stockade had been rebuilt of cottonwood, and that the whole was old and very combustible; that the value of the property then was nearly \$200,000; almost the whole of which was owned by the two trading companies, and only a very small portion by the Government.

Colonel Ruskin, in his reply to a requisition for a guard, expresses a wish to extend to all who are friendly to the United States Government protection to the extent of his ability, and offers the agent and his family such accommodation and protection as he may be able to furnish at Fort Buford, and says "that tents and such other tenements as can be hastily erected under the protection of his post shall be at the service of the agent in as short a time as possible after he may request them." But he remarks: "I conceive that I should be guilty of absolute wrong to weaken and thereby endanger my own post to assist those who refuse or neglect to make use of means at their command for their own defense. The trading companies and their agents are the parties interested in the preservation of the post and their goods, and if they do not deem it of sufficient importance to go to the small expense of hiring a few men for their own self-preservation, they cannot expect a United States officer, whose forces scarce suffice for the purposes for which they were sent here, to attach more importance to them and their affairs than they themselves seem to do."

On the 27th of December, in view of the danger to the fort from firing of houses outside, and of the difficulty of procuring a supply of fuel from any other source, the agent ordered the houses pulled down and used for fuel for the fort. They are charged in the account of Bruguin & Geowey. The Northwest Fur Company have charged \$9,780 for money paid at the rate of \$1 per day for each day's services rendered by men who were organized for the defense of the fort. One charge is for fifty men, each thirty-one days, in the month of December. But the statement of the agent shows that up to the 20th of that month there were but ten men at the fort, and they white; and that on the 21st and 22d that number was increased by the addition of only eight Indians. There is also a charge for like payments for the services of fifty-five men during the thirty days in April, while the agent of the Fur Company subscribed and swore to the correctness of the account on the 15th, and the agent made a certificate to the same effect on the 17th day of that month. It is impossible for the committee to reconcile these certificates with the account.

It appears that the rations were ordered and issued not only to the

men employed to protect the property, but to their families. The number of persons who were supplied is not stated, but the charges made are for 9,980 days of service. If you deduct from this the number of days which were charged for services said to have been rendered before the 21st of December and after the 15th of April, we have a charge for 8,105 days of service, during which, according to the certificate, they should have been supplied with rations.

In the two accounts are charges for 47,274 pounds of salt pork ; 18,949 pounds of beef, (beside a charge of \$120, where the weight is not given ;) for 61,737 pounds of flour ; 6,682 pounds of bread ; 9,395 pounds of corn ; 5,299 pounds of beans ; 4,092 pounds of coffee ; and 3,137 pounds of tobacco, beside for rice, sirup, and other articles.

If this amount of provisions was distributed to the men alone within the time named, it would have given each a daily ration of eight pounds and two ounces of meat, of nine pounds and twelve ounces of bread, of one-half pound of coffee, which, with other articles of food, would have been an average of nineteen and a half pounds per day for each.

While your committee will not express an opinion as to the wisdom of maintaining the post, nor as to the obligations of the Government to protect trading companies which, by making only feeble efforts to protect their own property, may hope to find a purchaser in the Government, yet, from the statements accompanying the accounts, they are not satisfied that men were employed for protection the number of days stated, nor that the quantity of provisions and supplies charged were ever furnished.

Your committee therefore report adversely upon both claims.