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Report : Claim of J. Bridger

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IN THE SENATE OF THE UNITED STATES.

JULY 6, 1882.—Ordered to be printed.

Mr. CAMERON, of Wisconsin, from the Committee on Claims, submitted the following

R E P O R T :

[To accompany bill S. 282.]

The Committee on Claims, to whom was referred the bill (S. 282) for the relief of James Bridger, submit the following report thereon:

This bill was favorably reported from the Committee on Claims of the House of Representatives, June 12, 1880. We adopt that report, which is as follows, viz:

The Committee on Claims, to whom were referred the papers relating to the claim of James Bridger for the payment of rent for the use of the premises known as Fort Bridger, and for the value of his improvements thereat, having had the same under consideration, submit the following report:

The evidence in this case clearly establishes the following facts: About the year 1843 claimant located upon a tract of land situated in Green River County, now Utah Territory, and commenced the erection of a trading house and other buildings and improvements. From the date of said location said claimant resided at said post, and engaged in trade with the surrounding tribes of Indians, until in the fall of 1857, at which last-mentioned date the improvements constructed by said claimant at said trading post consisted of thirteen spacious and substantial log houses constructed out of hewed timbers; the roofs and floors were of sawed boards, which were sawed out with whip-saws; the roofs were also covered with sod to render them fire-proof. The houses were so located as to form a hollow square in the center of an area of about 4,000 square feet, all of which was surrounded with a strong, solid stone wall, laid in cement, about 18 feet high and 5 feet thick, with bastions at each corner. Outside of said wall was a strong corral for stock, about 200 by 300 feet square, inclosed in like manner by a stone wall laid in cement, about 10 feet high and 2½ or 3 feet thick, together with six other outhouses. The testimony shows that these improvements were erected by said claimant, and were used by him as his residence and as a trading post, and were called and known as "Fort Bridger." In the year 1857 the Army of Utah, commanded by General Albert S. Johnston, took possession of said premises on behalf of the United States, under a written contract of lease executed by claimant, of the one part, and Capt. John H. Dickerson, assistant quartermaster, United States Army, on behalf of the United States, of the other part.

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

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

by paying claimant the sum of \$10,000. It is also provided by the terms of said contract that said lease might be terminated by the United States upon three months' notice by the Quartermaster-General of the United States Army, or by his agent, to claimant.

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

Claimant, believing himself entitled to be paid for the use and occupation of Fort Bridger and the buildings connected therewith, and for the value of said improvements, made application to the War Department therefor, and was informed by communication from the Secretary of War, dated February 21, 1878, that his failure to establish his title to the property in question previous to its being declared a military reservation precluded the Secretary of War from recognizing his claim to ownership or rent. The foregoing are the material facts bearing upon the claim for which your committee are asked to recommend an allowance.

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

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

Your committee therefore recommend that the accompanying bill be passed permitting claimant to sue in the Court of Claims for the amount he believes himself entitled to, freed from the bar of the statute of limitations, and that his case be heard by said court and determined as equity and justice shall appear.