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8-5-1856

George Chorpenning. (To accompany bill H.R. no. 541.).

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#### Recommended Citation

H.R. Report No. 323, 34th Cong., 1st Sess. (1856)

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GEORGE CHORPENNING.

[To accompany bill H. R. No. 541.]

AUGUST 5, 1856.

Mr. BARCLAY, from the Committee on the Post Office and the Post Roads, made the following

REPORT.

*The Committee on the Post Office and Post Roads, to whom was referred the petition of George Chorpenning, jr., submit the following report:*

The claim of the petitioner grows out of losses incurred by Indian hostilities and extra services performed in the transportation of the mails from California to Salt Lake, from the year 1851 down to the present time.

On the 1st of May, 1851, the petitioner, and one Absalom Woodward, since deceased, took a contract for carrying the mails on route No. 5066, from Sacramento city, via Carson's valley and Humboldt's or St. Mary's river, to Salt Lake City. The compensation was \$14,000 per annum, and the mails were to be transported monthly each way.

This mail route had been then just established, and the enterprise was entirely new, both to the government and the contractors. Little was known as to the practicability of the service, because the emigration to California had not yet fully developed the character of the country, and made known the obstacles existing to prevent the complete success of the undertaking. The contractors, however, commenced the performance of their duties in the most vigorous manner. They soon explored the country lying between Salt Lake and Sacramento, and thoroughly tested the practicability of the route designated in their contract. It lay across the Sierra Nevada and Goose Creek mountains, at points where there was no depression or pass, and which, in the season of snow, were impassable to mules and horses, and could only be crossed on foot by the use of snow-shoes. Some of the streams on the route proved to be deep and rapid, with rugged banks, and of course without bridges.

But in addition to these natural obstacles, a more serious difficulty existed in the unexpected hostility of the Indians. From the beginning to the end of this contract, there was perpetual warfare between the mail trains and the savages infesting the route. The parties in charge of the mails could only protect them and preserve their own lives by the exercise of constant military vigilance, caution, and cour-

age. Even these did not always suffice to save them. Many lives were lost, and very large amounts of property stolen and destroyed.

The contractors themselves conducted their trains, and participated in all the labors and dangers of their men. They were the true pioneers in this difficult and honorable service, and suffered their full share of the melancholy disasters which attended it.

The committee do not deem it necessary to enter into any detail of the labors, sufferings, and losses of the contractors in their energetic and heroic efforts to perform the service; their wounds in their warfare with the Indians; their sufferings from privation and cold for long periods in the mountains; the loss of their animals by the Indians, and by the snow and cold; the necessity of living upon the flesh of their dead mules; and their painful and laborious marches on foot, carrying the mails upon their backs. These are sufficiently stated in their petition, and are fully established by the proof. But the committee cannot omit to refer to the sad catastrophe which befell the train that left Sacramento in November, 1851. This train consisted of four men, nine mules, and one horse, under the charge of Absalom Woodward, one of the contractors. It met the opposite train from Salt Lake near Humboldt's river, and sent back information that it had encountered several hundred Indians, and driven them from the road, and had travelled seventy-two miles on the day succeeding the conflict. This was the last information received for several months from this intrepid band of public servants. Intense anxiety prevailed both at Sacramento and Salt Lake, as to the fate of the party. The fact of its starting in November was known at the latter place through travellers by the southern route; but the melancholy particulars of the loss of the whole party were not known until the spring following. Edson Cady, in charge of the February train from Sacramento, had lost his mules in the mountains, and leaving his arms, saddles, and other property concealed, had been forced to pack the mails in on the backs of his men. Returning for the property left behind, they came upon the remains of the unfortunate Woodward. Soon afterwards, the Indian agent for Utah Territory went out among the Indians, and ascertained the particulars of Woodward's death. The Indians stated that they had attacked Woodward's party on Humboldt's river, and killed two of his men; the pursuit was kept up for some time, when the other two met the same fate. Woodward was wounded, but being mounted on a good mule he escaped, and the Indians did not know of his death. The agent states in his affidavit that he saw the spot where Woodward's clothes and papers were found, and there, still tied to a bush, was a piece of the lariat with which he seems to have tied his mule when he dismounted to rest and to die. There, in that lonely spot, wounded, faint, and bleeding, without a drop of water, far from friends, and surrounded by savage foes—perhaps, in his agony, praying that his pursuers might overtake and dispatch him—the heroic man gave up his spirit to God, and his body to the wild beasts of the desert.

Shortly afterwards, the Indian agent states that he met the petitioner in charge of the train from Sacramento city; and again, afterwards, he met Mr. Chorpenning alone, himself carrying the mails

from Salt Lake City to California. This rash and daring adventure seems to have been a matter of necessity, arising from the repeated and overwhelming losses of men and mules, the destruction of the contractor's means, and the necessity of leaving his two men to transport the next month's mail. Through almost incredible dangers and difficulties, not without successful conflict with the Indians, Mr. Chorpenning arrived safely with the mails at Sacramento city.

The disastrous experience of the first and part of the second winter demonstrated the impracticability of this route, and forced the contractor to apply to the special agent in California for a change of schedule during the several months of the year, so that he might transport the mail over the southern route through the Cajon pass of the Sierra Nevada. This change was authorized by the special agent and approved by the department. Accordingly, for ten months the mails were carried by river to San Francisco, by sea to San Pedro, and through the counties of Los Angeles and San Bernardino to Salt Lake, increasing the length of the route by at least five hundred miles. This arrangement supplied the two important counties aforesaid, which were otherwise without mails, and also afforded facilities to the settlement of Parrovan, Cedar City, Fillmore, and several others equally flourishing. But a post office had been established at Carson's valley for the benefit of the settlement which had grown up around the post there established. It became necessary to supply this office, and the petitioner did it by means of runners on snow-shoes.

The committee are of opinion that, by the laws and regulations of the Post Office Department, the petitioner is entitled to a pro-rata increase of pay for the increased service thus very properly authorized to be performed in the two particulars aforesaid.

The petitioner further complains that on the 19th of November, 1852, the Postmaster General, without any previous notice, annulled his contract for carrying the mail over this route, and without any advertisement, re-let the same to other persons at the compensation of \$50,000 per annum, being an advance of \$36,000 on the same service. The ground of this act of the Department was the alleged failure of the petitioner to fulfil his contract. Deeply injured by this *ex parte* decision, having had no opportunity to defend himself, though entirely satisfied that he could do so effectually, he applied to the department and demanded indemnity for the wrong. The Postmaster General finally adjudged that the annulment of the contract was wholly unauthorized, and offered to continue the service by the petitioner; but the latter insisted upon an allowance of \$30,000 per annum for the balance of the term. The Postmaster General admitted that the contractor was entitled to indemnity, and without making any specific agreement, on the 22d of April, 1853, ordered him to resume the service. The petitioner shows by proof that, at the time his contract was annulled, he was making preparation to build a fortified station on Humboldt's river, for the protection of his trains. All the arrangements for this valuable and important post were broken up, greatly to his injury, both as mail contractor and in his private business. When he received notice in April, 1853, that he would be reinstated in the mail service, he was in Washington city, and it was then too late to give informa-

tion and recommence the building for that season. The contract was to end on the 30th of June of the next year, so that he could not possibly derive any advantage from the work he had commenced.

Upon this state of facts, the committee are of the opinion that the petitioner is entitled to his full pay during the suspension of his contract, and to reasonable damages for the loss sustained thereby. They also think he was not bound to resume the service at the old compensation, especially as it is plain, under all the circumstances, that the contract price was wholly inadequate. The Postmaster General has estimated the service as worth \$50,000, and the committee deem the petitioner's demand of \$30,000 as not more than fair and reasonable, when the large amount saved to the government is taken into consideration.

From the time of the renewal of service by the petitioner until the 1st July, 1854, he continued to carry the mails by the direct route in summer, and by the southern route, as above stated, in winter. Before the conclusion of this term of service, upon the new lettings, the Postmaster General became so well satisfied of the necessity of adopting the southern route, that his advertisement required proposals for carrying the mails from San Diego to Salt Lake. The petitioner made a "star bid," and took the contract for four years from the 1st July, 1854, at \$12,500 per annum.

It appears that, prior to this time, in addition to the other advantages of this route, the Indians had been far more quiet and peaceable than those living on the northern route. They had scarcely yet been supplied with fire-arms, or learned the use of them. The petitioner asserts, therefore, with great show of truth and reason, that he anticipated no such difficulties and losses as those he encountered in the performance of his first contract. But the government of the United States had wholly failed to take the necessary steps to conciliate or to control the vast body of Indians occupying the regions traversed by this route. The spirit of hostility which, in the summer of 1854, broke out among the Indians east of the Rocky Mountains, extended to the tribes in question. The mail train of August, 1854, was attacked by a strong party of Indians, men were wounded, mules taken or killed, and mails lost. There was no military post on the whole route; no preparation was made for protecting either the mails or the emigration. The consequence was, that the contractor has been obliged at great expense, and with much trouble and loss, to provide for his own protection, while occupied in the public service. It is not without reason that he says in his petition, "your petitioner could not suppose, when he entered into contract for carrying the mails of the United States, that he was taking a contract to maintain and carry on an Indian war."

It appears by recent California papers that, in the county of San Bernardino, and in the Tulare valley, the Indians are in open hostility. A party engaged in surveying the public lands, under the authority of the United States, has been cut off, and other parties sent to pursue and punish the Indians have been repelled. Similar difficulties have occurred at the Salt Lake end of the route. The petitioner asks that he may be paid for the increased expense caused by

these hostilities, and the committee think he is entitled to what he asks. They propose to increase his pay for the whole term of his contract to the annual sum of \$30,000.

Another complaint made by the petitioner is, that, during some months of the year, almost the entire eastern mail from Salt Lake is sent by his trains to California, and thence to the Atlantic cities. This is fully established by the proof. The consequence of this has been the necessity of using wagons, while, if he had been required to carry only the mail matter properly belonging to his route, from the nature of his bid and contract, he could have carried them upon pack-animals. This would have given him greater facility in avoiding and escaping the Indians, and would have imposed much less expense. The committee think it was not a fair interpretation of his contract to impose upon him the carriage of large amounts of mail matter properly belonging to other routes, and which were taken by other contractors at the same time that he took his. He might reasonably have expected the mails for the Atlantic States to go by the routes running directly thereto. If the condition of the plains rendered it impracticable to carry the eastern mails by the proper routes, this fact did not make it his duty to carry them without additional compensation. The great injustice of such an imposition is too apparent to require an argument.

In accordance with the foregoing views, and in consideration of the long and valuable services and sacrifices of the petitioner, and also of his well-established losses by the Indians, amounting to no less than one hundred and twenty-one mules and horses, with wagons, saddles, and other property of great value, the committee report a bill and recommend its passage.