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Jacob Hall. (To accompany bill H.R. no. 522.).

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JACOB HALL.

[To accompany bill H. R. No. 522.]

AUGUST 2, 1856.

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

### REPORT.

*The Committee on the Post Office and Post Roads, to whom was referred the petition of Jacob Hall, of Missouri, having had the case under consideration, submit the following report:*

In the year 1854, the petitioner contracted for carrying the mail on route No. 8,912, from Independence, Missouri, to Santa Fé, New Mexico, monthly, each way, at the annual compensation of \$10,990. The principal ground of his present application is, the outbreak of Indian hostilities on the frontier soon after the commencement of service under his contract aforesaid. He alleges that the actual cost of carrying the mails, under these altered circumstances, greatly exceeds the amount of compensation stipulated in the contract, which was made when the Indians were at peace, and under the belief that they would continue so.

The general truth of this allegation cannot be denied. Congress has already acted upon it by giving an increased compensation for the year ending on the 18th of August, 1855. The committee are well satisfied that the relief granted for that year was just and proper; rendered necessary, in fact and in principle, by the failure of the government to restrain the Indians. The question now to be determined is, whether the same circumstances still continue to such an extent as to require a renewal of the same measure of relief.

The route from Independence to Santa Fe, a distance of about eight hundred and fifty miles, lies through the Indian country, infested by savage and hostile bands of the Pawnees, Cheyennes, Camanches, Apaches, Kioways, and Arrapahoes. These tribes seem to have been but imperfectly acquainted with the power and resources of our government, and have, therefore, not been restrained either by fear or respect. The only military post on the route is that at Fort Union, which is wholly insufficient to control the Indians occupying so vast an extent of country. A very full and graphic account of the condition and disposition of these Indians may be obtained by reference to the official reports of the agent for that region for the years 1854 and

1855. The one dated the 27th September, 1854, will be found at page 89 of the general report of the Commissioner of Indian Affairs for that year; the other, dated 4th September, 1855, is to be seen at page 115 of the report of the Commissioner, submitted with the President's message, at the commencement of the present Congress. From these, the latest official documents on the subject, we learn that there is no reliable change or improvement in the spirit and disposition of the savage tribes above mentioned. On the contrary, as the game on which they chiefly subsist gradually disappears from the plains, they become necessarily more and more troublesome to the whites. They substitute the flesh of the horse and the mule for that of the buffalo and the antelope. Their only resource is in plundering the trains of travellers who happen to fall in their way. In the latter of the two reports above referred to, the intelligent author says: "No road in the United States needs protection more than that to Santa Fe; \* \* \* \* \* as it now is, every train that passes has to pay toll at several places, and each has to submit to whatever exaction may be levied; whilst the stealing of horses, mules, and oxen is an every-day occurrence."

To the same effect is the testimony of intelligent witnesses who have travelled with the mail train, and whose affidavits are submitted by the petitioner. They very fully and satisfactorily sustain his own statement that the actual cost of the service has been increased to more than thirty thousand dollars per annum. This increased cost of transporting the mail has been the direct and inevitable consequence of the hostile spirit and attitude of the Indians. The contractor for his own security, and that of the mails placed in his charge, was bound to employ a number of armed men to attend every train. Hence the necessity of more mules, more provender, provisions, arms, and equipments. This necessity continues to the present day, and will, in all probability, continue to the end of the contract on the 1st of July, 1858.

In thus providing for the safety of the mails against the public enemy, the contractor has performed service which was no part of his undertaking; a service which, upon every principle of right, ought to be at the charge of the government. The mail is sent by public authority, and in discharge of a duty imposed by the constitution. Good policy no less than positive duty requires the government to keep up communication with its own territories and afford to the people and public officers the means of maintaining correspondence and receiving public documents. The contractor for carrying the mails is engaged in no private adventure of his own, for the protection of which even he might very properly invoke the power of his government; but he is engaged in the performance of important public functions, which the government is primarily and exclusively, itself, bound to secure and protect.

But the committee do not apprehend that this principle will be questioned, especially as it has already been admitted and acted upon both by the legislative and executive departments of the government. In the provision of law referred to in this connexion, there was, in addition to the increased allowance already mentioned, a clause giving

to the Postmaster General authority to release the petitioner from further performance of his contract. In the fall of 1855 the petitioner applied to the department to be released according to the provisions of the law. The Postmaster General, having discretion in the matter, refused to act upon the authority given him by the law, and required the contractor to continue the service. One of the reasons alleged for this refusal was the certainty that, upon a new letting of the contract, an increased compensation would inevitably be required. The committee do not doubt that, in this harsh and inexorable policy, the Postmaster General was acting honestly in pursuance of what he believed to be the public good. But they admit the inference which necessarily follows from the admission of the department, and acknowledge the hardships imposed upon the contractor. If, in the altered circumstances arising from Indian hostilities, which the government is in duty bound to suppress, a greater compensation would be demanded by another bidder, it is only fair and reasonable that the present contractor should be allowed an equivalent for the greater cost of the service.

The proof shows that the petitioner has been remarkably faithful in the performance of his duty. His trips have almost invariably been made in good time; he has been prompt and energetic in action, sparing no expense necessary to enable him to fulfil his contract in the face of the most unexpected difficulties and dangers. The witnesses speak with warm approbation of his faithful exertions, and express sympathy for his losses and sacrifices. The committee cannot withhold the expression of their own concurrence in these sentiments. In their judgment the petitioner deserves the public commendation, and a full indemnity for the losses already incurred, and to be hereafter incurred in the performance of his contract. They have, therefore, resolved to report a bill, allowing him \$25,500 per annum, instead of the price stipulated in 1854. It is not possible that any new contract could be advantageously made before the first of next January, which would leave only eighteen months of the present term unexpired. The committee do not believe that a more favorable contract could be made for those eighteen months, as, within that time, the Indian difficulties cannot be so thoroughly settled as to restore entire confidence to those engaged in travelling across the plains. And if this contract were to be relet for four years on the first day of January next, or during the existence of the present Indian disturbances on the plains, it would doubtless be taken for the whole time, at a price greater than the increased compensation allowed the present contractors; but if at the end of the present contract the reletting should take place for the next four years thereafter, and if at that time the Indian tribes on the plains through which this line passes should be reduced to peace, the price for carrying this mail for those four years would be very much less than if relet on the first day of January next. And, furthermore, if a contract were to be let on the first day of January next for the remainder of the present contract, it is not likely that a new contractor could stock a line of so great length, and of so many difficulties, to be run by him only one and one-half

year, except at a much larger compensation than we propose allowing the present contractor for this time.

Hence the committee have no hesitation in believing that they secure economy on the part of the government in recommending this increased allowance to the present contractor, to be continued to the end of his contract; and furthermore, as the difficulties of this service cannot always be foreseen and provided for in advance, it is deemed proper to give the contractor authority to put an end to his contract at the termination of any postal year, by giving three months' notice to the Postmaster General.

The committee also deem it necessary to recommend another special provision in favor of the contractor. His route extends beyond the frontier of the States, and traverses territories recently added to our government. The enterprise of our people is rapidly extending the settlements upon the eastern end of the route, and pushing the exploration of the entire country between the Mississippi and the Pacific ocean. In the wisdom of Congress, or of the department, it may be deemed necessary, either for the local convenience of new settlements or in order to reach the Pacific, to establish new routes partially interfering with this. In the event of such interference, the law authorizes the department to discontinue any part of the old route, and to abate the compensation *pro rata*. The petitioner complains that he has already been threatened with such interference. Any new route likely to be established would interfere only with that part of the present route which runs through the settlements, and is subjected to little or no difficulty from the Indians. It would be so manifestly unjust and oppressive to abolish the service on the safest and easiest part of the route whence the contractor draws his supplies, and force him to perform it outside of the settlements, wholly in the region occupied by the savage Indians, and where there are no supplies, that the committee cannot refuse to provide against the contingency. If it may be said there is no danger of such action by the department, on the other hand it may be replied that the provision for the security of the contractor can work no injustice to the government.

In accordance with these views, the committee report a bill and recommend its passage.