

CONGRESS.
PHILADELPHIA.

The following Report was read in the House of Representatives on Tuesday last.

THE committee appointed to enquire into the causes of the failure of the late expedition under Major-General St. Clair, have proceeded to examine all the papers furnished by the executive department relatively thereto,undry papers and accounts furnished by the Treasury and War departments, with explanations of the same by the heads of those departments in person, to hear the testimony of witnesses upon oath, and written remarks by General St. Clair, upon the facts established by the whole evidence, and as the result of their inquiries, make the following REPORT:

The contract for the supplies of the army on the route from Fort Pitt, was made by Theodosius Fowler, with the Secretary of the Treasury, and bears date the twenty-eighth day of October, one thousand seven hundred and ninety, that at the same time a bond in the penalty of one hundred thousand dollars, with Walter Livingston and John Cochran, securities thereto, was entered into for the due execution of the contract.

That on the third day of January, one thousand seven hundred and ninety-one, the contract was wholly transferred from the said Fowler to William Duer, a copy of which transfer was lodged in the office of the Secretary of the Treasury; that by letter from the Secretary at War, bearing date the twenty-fifth of February, one thousand seven hundred and ninety-one, addressed to William Duer, it appears that he was considered as the contractor; that no correspondence appears to have taken place subsequently to that time between Theodosius Fowler and either the treasury or war departments—that on the sixth day of March, one thousand seven hundred and ninety-one, a contract was entered into by William Duer with the Secretary at War, for supplying the troops with provisions until their arrival at Fort Pitt, and at Fort Pitt, a bond was at the same time entered into by the said William Duer for the due execution of the said contract in the penalty of four thousand dollars, without any security whatsoever.

That the act making provision for the defence of the frontiers, received the signature of the President of the United States the third of March, one thousand seven hundred and ninety-one—That General St. Clair was appointed commander in chief of the army destined for the expedition on the fourth day of the same month, and on the twenty-eighth left Philadelphia for Fort Pitt, at which place he arrived the sixteenth day of April, and from thence proceeded to Lexington, and from thence to Fort Washington, where he arrived on the fifteenth day of May—At the time of the arrival of the General at Fort Washington, the garrison there consisted of seventy-five non-commissioned officers and privates fit for duty—the garrison at Fort Harmer of forty-five—at Fort Steuben of sixty-one—at Fort Knox of eighty-three—and on the fifteenth day of July, the whole of the first United States regiment, amounting to two hundred and ninety-nine non-commissioned officers and privates, arrived at Fort Washington under orders from the commander in chief. General Butler was appointed the second in command in the month of March, and immediately proceeded to make the necessary arrangements for the recruiting service; that he arrived in Baltimore in the state of Maryland the twentieth of April, and continued there till the thirtieth of the same month; that he arrived at Carlisle in the state of Pennsylvania on the ninth of May, and at Fort Pitt on the twenty second of the month. It appears that no monies for purchasing supplies were furnished at Carlisle, which was the place of rendezvous, for the enlisted soldiery, on the ninth of May; and that Mr. Smith, agent for the contractor, was actively engaged in furnishing supplies for the troops on credit.

It appears by letters from John Kean, another of the contractor's agents, that no monies had been received by him on the eighth of May; and it appears that on the twenty-third of March, there was advanced to William Duer, upon the last mentioned contract, from the treasury, the sum of fifteen thousand dollars; that there was advanced upon the first mentioned contract, the sum of seventy thousand dollars, in the following dates, to wit:

March 2d	10,000 Dollars.
April 7th	15,000
April 25th	15,000
May 7th	20,000
July 20th	10,000

It appears from the correspondence of General Butler to the Secretary at War, from the ninth of May to the ninth of June, repeated complaints were made of fatal mismanagements and neglects, in the quarter master's and military stores department, particularly as to tents, knap-sacks, camp kettles, cartridge boxes, pack saddles, &c. all of which articles were deficient in quantity, and bad in quality.

The pack saddles in particular were made in Philadelphia, which with the transportation, amounted to more than double the price at which they might have been procured at Fort Pitt, and were found upon examination to be unfit for use;—the arms sent forward appear not to have been duly examined, and arrived at Fort Pitt extremely out of order, and many totally unfit for use, which circumstance rendered repairs absolutely necessary, and added to the delay of the troops at Fort Pitt.

It appears that a great proportion of the powder supplied for the use of the army, was not of good quality, though an experiment was made by Major Ferguson at Fort Pitt with a howitz, who reported in favor of the quality of the powder. On the ninth of June General Neville, another of the contractor's agents, informed General Butler, that he had not at that time received any monies from the contractors, for the purchase of provisions, &c. for the troops, and was obliged to supply them on credit; that the country furnished provisions in abundance at a cheap rate, when money was had for the purchase. That shortly after this information was communicated to General Butler, at his request four hundred dollars were advanced to General Neville by the quarter master, for the purchase of provisions for the troops. The troops arrived at Fort Pitt in the following order, to wit:

- May 16th, Captain Slough, sixty-nine men.
- May 18th, Captain Powers, seventy-eight men.
- May 19th, Captain Cribbs, forty men: same day, Captain Guthrie, twenty-three.
- May 25th, Captain Armstrong, seventy-six: same day, Captain Kirkwood, sixty-seven.
- May 13th, Captain Snowden, one hundred and one.
- June 2d, Captain Sparks, eighty-three.
- June 3d, Captain Butler, sixty-one: same day, Captain Brook, eighty-two: same day, Captain Vanwearenen, eighty-eight.
- June 5th, Captain Pike, seventy-three;—Total, including officers and privates, eight hundred and forty-two; and left that place in the following order—Major Ferguson with Capt. Armstrong's company, about the first of June. Captain Snowden, with the troops under his command, on the day of Major Gaither, with about five hundred men, 12th day of July; and on the 22d August the last of the troops under the command of Capt. Phelon, and General Butler with the Quartermaster-General, on the 26th August.

It appears that General Butler had orders from the department at war to protect the frontiers with the troops under his command, and that the delays in sending forward the troops from Fort Pitt arose partly from that circumstance, and partly from the temporary want of supplies of provisions and other necessaries, and from the want of the necessary boats for their transportation, which were not in readiness as soon as the troops were. It appears that General Butler acted with ability, activity and zeal in

his command at Fort Pitt, and that the delays of the troops there cannot be imputed to his want of judgement, or his want of exertion.

The troops met with considerable difficulties and delays in going down the river, from the low state of the water, and arrived at Fort Washington in the following order—Capt. Mumford from North-Carolina, with about fifty men, on the day of Major Ferguson with Capt. Armstrong's company, on the day of Major Gaither, with the troops under his command, on the day of Col. Darke, with the troops under his command, on the day of and the Kentucky militia on the day of

The army consisting of about two thousand non-commissioned officers and privates, moved from Fort Washington, by orders from the commander in chief to a place about five or six miles from thence, called Ludlow's station, where they continued till the seventeenth day of September, at which time the whole army amounted to about two thousand three hundred non-commissioned officers and privates fit for duty—That the price of rations at Fort Washington agreeably to contract was 6 3/4 goths of a dollar per ration, the price of rations at Ludlow's station was 15 1/4 goths of a dollar per ration.

That the inducements of the commander in chief to this movement, appear to have been to furnish green forage for the horses and beef cattle of the army, to instruct the soldiery in field exercise and other necessary discipline, and to deprive them of the means of intoxication which were very plentifully supplied at Fort Washington, and used to an excessive degree by the soldiery, to correct the excessive use of which the most rigid attention to discipline was found incompetent.

Mr. Hodgdon was appointed quarter master general in the month of March, and continued at Philadelphia, until the 4th of June, he then proceeded to Fort Pitt, where he arrived the tenth of the same month—no sufficient causes have appeared to the committee to justify this delay, and his presence with the army appears to have been essentially necessary previously to that time, the duties of the commander in chief were much increased in consequence of the absence of the quarter master general and after a continued expectation of his arrival at Fort Washington, for more than six weeks, the commander in chief gave him express orders by letter to repair to camp without delay.

The receipt of the letter is acknowledged, but the orders contained therein were neither answered nor obeyed, and his arrival at camp was not until the tenth of September. The commander in chief until that time in addition to the duties of his office, discharged those of the quarter master general, and the military stores furnished by that department were so deficient from mismanagement and neglect, that many things essential to the movements of the army were either wholly made or repaired at Fort Washington, and even the tools for the artificers to work with; the quarter-master particularly informed the commander in chief that two complete travelling forges were sent forward, and upon examination both of them were found to be without anvils, many other things equally necessary were either wholly omitted, or unfit for their intended use. There were six hundred and seventy-five stand of arms at Fort Washington the first of June, and most of them totally out of repair. The commander in chief appears to have been correct and attentive in all his communications with the Secretary at war, and to have discharged the various duties which devolved upon him with ability, activity and zeal.

The army moved from Ludlow's station on the seventeenth day of September, and arrived at the place where Fort Hamilton is now erected, on the day of they employed about fifteen days building that fort, and then proceeded in their march to the place where Fort Jefferson is now erected, forty-four miles distant from Fort Hamilton, where they arrived on the day of October, and commenced their march from that place on the 24th of the same month—that the army at this time consisted of about non-commissioned officers and privates fit for duty; at this time the army had not more than three days supply of flour, and were sometimes at one fourth, and sometimes at one half allowance of that article, the deficiencies of which allowance were made up by increasing the quantity of beef with which they were plentifully supplied. The army was delayed five or six days on the march from Fort Jefferson, for the want of provisions, and the season was so far advanced that sufficient green forage for the horses could not be procured, from which circumstances many of the horses were totally lost, and others rendered unfit for service.—

The orders to the commander in chief to proceed with the expedition, were express and unequivocal, so much so, as in the opinion of the committee to preclude the commander in chief from exercising any discretion relatively to that object.

On the 31st of October about sixty of the Kentucky militia deserted in a body, and the first regiment consisting of about three hundred effective men was detached with a view to cover a convoy of provisions which was expected and which it was supposed was in danger from the deserted militia, and to prevent further desertion—On the 3d of November—after detaching the first regiment the army consisted of about fourteen hundred effective men, and on the morning of the 4th about a half an hour after sunrise, a general attack was commenced, and in a few minutes thereafter, nearly the whole army was surrounded by the enemy, the action continued about four hours during which several charges were made by part of the army, which caused the enemy to give way but produced no good effect, the attack was unexpected, the troops having been just dismissed from the morning parade, it commenced upon the militia who were in advance of the main army, and who fled through the main army, without firing a gun, this circumstance threw the troops into some disorder which it appears they never completely recovered during the action, the fire of the army was constant but not well directed, and it appears that a part of the troops behaved as well as could be expected from their state of discipline, and the manner and suddenness of the attack; the commander in chief appears to have been cool and deliberate in the whole of the action, and the officers in general active and intrepid—the whole order of march as far as the committee are capable of expressing an opinion, appears to have been judicious, and the ground for action well chosen; the retreat was disorderly in the extreme, after it commenced no orders were obeyed if any were given, the men having lost all regard of discipline or controul; all the precautions appear to have been taken for the safety and comfort of the wounded which the circumstances of the case would admit of.

The committee have had no competent evidence before them to ascertain the number of the enemy in action—there were various conjectures as to the number, from different persons from five hundred the lowest, to one thousand or twelve hundred the highest.

Mr. Barton a witness examined by the committee conversed with a chief at Niagara who was in the action, and was by him informed that the number of the enemy in action was one thousand and forty and that six hundred more had convened, but were engaged in hunting, at the time of the action. He was also informed that the enemy had not collected in any considerable numbers until a few days before the action, this information appears to be corroborated by some other circumstances sufficient to induce a belief of the fact in the committee.

The Contractors for supplies agreeably to the terms of contract were to furnish horses, &c. for the transportation of the supplies, in this condition of the contract, there was a total failure, which compelled the commander in chief to direct between six and seven hundred horses to be purchased by Israel Ludlow, one of the contractor's agents, to draw bills on Mr. Duer, the acting contractor for payment, which bills were

endorsed by the commander in chief, to the amount of about seventeen thousand dollars, were protested by the contractor, and paid at the treasury; the persons employed by the agents of the contractors to drive the horses, appear to have been totally unacquainted with that business, and from the want of bells, hoppers, and other necessaries of that kind, as well as from other gross mismanagement, many of the horses were lost, and others rendered unfit for service;—from which causes there were not pack horses sufficient to transport the necessary quantity of flour from Fort-Washington for the use of the army on their march, this circumstance retarded the execution of the expedition.

The officers agreeably to the terms of contract had an election, of drawing the whole of the rations, to which their rank entitled them, or of receiving the contract price of them in cash, the contractor's agents not being furnished with money for this purpose, gave rise to a general order, by which the officer was directed to receive a certificate from the contractor's agent called a due bill, of one of which bills the following is a copy:—"Due Major H. Gaither one hundred and seventy-three complete rations on the route to Miami village as appears by Wilfon's certificate." MATT. EARNEST, for WM. DUER.

Fort-Washington, Nov. 27th, 1792.
This due bill issued upon the officer's signing some acknowledgement of satisfaction for his whole retained rations, which acknowledgement of satisfaction forms a voucher for settlement to the contractor, with the treasury department; and the officer is refused payment for these due bills at the pay office. All casualties by which these evidences of debt become lost or destroyed, are the gain of the contractor and the loss of the officer.

It is suggested by the Secretary of the Treasury, though not with positive certainty, that a sufficient sum will be found due from the treasury to the contractors upon a final settlement, to cover all these debts to the officers; the general order which had the operation before stated, continued in force about five or six weeks, and was abolished about the 19th of October. The privates of the levies received but three dollars pay each, from the time of their respective enlistments to the time of their respective discharges, and were actually discharged without further pay or settlement; notes of discharge were given them, specifying the time of their service, and bearing indorsements, that some advancements had been made to them in account, without stating the amount, the object of which is suggested to have been to prevent transfers, the intended effect was not produced by the measure; the notes were sold for trifling considerations, the real sums due on the notes were various, from ten to twenty-five dollars, and they were frequently sold for one dollar, or one gallon of whiskey; the monies for the pay of the levies did not leave Philadelphia till the 4th of December, nor arrive at Fort-Washington till the 3d of January, 1792, some time after the last enlisted levies were known to be entitled to their discharges: two reasons have been assigned by the Secretary at War for this delay of payment, the one, because there was no regular Paymaster to the army, and the difficulties of transmitting monies at so great a distance to the army, in consequence of the want of such an officer; the other, because it was supposed the army would be at that time at the Miami village, so far advanced in the wilderness, as not to admit of the practicability of discharging the levies, the total defeat of the army not having been previously counted upon.

The clothing for the levies appears to have been of a very inferior quality, particularly coats, hats, and shoes, the last of which in many cases lasted not more than four days, and better clothing was furnished them upon their enlistments into the regular service, which was for a time countenanced by the commander in chief.

Various modes appear to have been pursued by the officers in enlisting the levies, which occasioned great uneasiness and some confusion; a considerable part of the Virginia battalion was so enlisted, that the terms of their enlistments appear to have expired the 1st of November: the orders to the recruiting sergeants appear not to have been sufficiently explicit upon this point—whether the terms of enlistment were to commence at the time of enlistment, or at the arrival at a place of rendezvous. The militia appear to have been composed principally of substitutes, and totally ungovernable, and regardless of military duty or subordination. It appears that the commander in chief had it in contemplation to commence the expedition at least one month earlier than it was commenced, with the force he then had, which was not very different from the real force in action; but was prevented for the want of the quarter-master and contractor, and in consequence of the extreme deficiencies and derangements of the business of those departments, the person sent forward by the quarter-master being totally incompetent for the business, and the contractor's agents not being sufficiently supplied with money to enable them to execute their duties.

It appears to the committee, that in the wilderness where vegetables are not to be had, and the duties of the soldier uncommonly hard, the rations allowed by law, if completely supplied, are insufficient. This circumstance, with others, produced discontent and desertion among the soldiers.

It appears to the committee that there were appropriated for the use of the war department, for the year one thousand seven hundred and ninety-one, the sum of six hundred and fifty-two thousand seven hundred and sixty-one dollars, and fifty-one cents, and that there have been advanced by the treasury to the war department, upon that appropriation, five hundred and seventy-five thousand, nine hundred and six dollars, and fifty-seven cents, to wit:

	dollars	cents
1791 February advanced	15,000	
March do.	46,002	20
April do.	100,106	20
May do.	80,109	80
June do.	55,387	44
July do.	14,105	39
August do.	14,554	59
September do.	14,796	53
October do.	184	81
November do.	107	28
1792 January do.	33,753	
February do.	43,562	61
March do.	1,741	16

Amounting to 419,311 1
To which add monies borrowed from the bank of North America on loan without interest, 156,595 56

575,906 57
And that the treasury has always been in readiness to make the requisite advances upon the request of the Secretary at War. It does not appear to the committee in what manner, and to what amount these advancements have been disbursed, the accounts not having been yet settled at the treasury—nor was it possible, from the nature of the case, that they could at this time, have received any conclusive or satisfactory information on that point.