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[Whole No. 400.]

The following Report was laid before the House of Representatives of the United States, on the 15th inst.

The Committee to whom was recommended the Report of the Committee appointed to enquire into the Causes of the Failure of the Expedition under Major General St. Clair, together with the Documents relating thereto, including the Letter from the Secretary at War, and the Memorial of Samuel Hodgdon, have proceeded to re-examine the Documents formerly before them, as far as seemed necessary—to hear and examine other testimony, produced to them—to hear and consider the written communications, made by the Secretary at War, Samuel Hodgdon, and the Commander in Chief of the Expedition; and, as the result of their farther enquiries, make the following

Supplementary Report:

THE original Report commences in the following words—

“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 contractor; that no correspondence appears to have taken place subsequently to that time between Theodosius Fowler and either the Treasury or War Departments.”

From documents received by the committee, since their last appointment, it appears, that the copy of the before-mentioned transfer was not lodged in the office of the Secretary of the Treasury, until the seventh of April, one thousand seven hundred and ninety-one; at which time it was received by the Secretary of the Treasury, under cover of a letter from William Duer, informing him of the circumstance of the said transfer, and making requisitions for certain advances of money. That the Secretary of the Treasury, by letter in reply, of the same date, agrees to make the advances required, by William Duer, as the agent of Theodosius

It appears, that all the warrants, issued from the Treasury, for the purposes of this contract, were issued to William Duer, as the agent of Theodosius Fowler.

The Secretary of the Treasury has furnished the committee with the written opinions of the Attorney General of the United States, and several other lawyers of eminence, all of whom concur in opinion, that the securities to the bond, originally given by Theodosius Fowler, for the execution of this contract, are now responsible for all damages, consequent upon any breach of that contract.

The Secretary of War, who alone appears to have been the agent, on the part of the United States, in all things relating to the execution of the contract, has always corresponded with William Duer, as the contractor, and his correspondence commences at a date prior to that of the copy of the contract lodged at the Treasury.

The original Report proceeds:

“That on the sixth 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 en-

tered 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.”

It appears, by a re-examination of the documents formerly before the committee that the date and terms of the last mentioned contract, were misrepresented; the date being the twenty-sixth, instead of the sixth of April, and the terms of the contract, being to furnish provisions for the troops until their arrival at Fort Pitt, but not during their continuance at that place. The first of these mistakes appear to have been merely casual, the second appears to have arisen from paying greater attention to the manner in which the contract was really executed, than to the terms of the contract itself, it having been conceived by the committee, that Colonel Neville, the agent for supplying the troops during their continuance at Fort Pitt, acted under the last mentioned contract. This circumstance is rendered the less material, from the consideration, that according to the plan of the campaign, no delay of the troops at Fort Pitt was counted upon. The statement is otherwise correct.

The Secretary at War, in his communication, states, that it was not the custom of the office, to require other security than that of the contractor, for the due execution of contracts of small amount; and it appears by a letter of the Secretary of the Treasury written since the former report, that the Secretary at War consulted with him upon the occasion alluded to, and that he agreed in opinion, that farther security was not necessary.

It is stated in the original report, after speaking of one of the contractor's agents, that

“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 on the last mentioned contract, the sum of fifteen thousand dollars.”

Upon re-examining the letters of John Kean, it appears that he had received the sum of four hundred and fifty dollars, and no more, before the aforesaid eighth day of May, which was before overlooked by the committee. And it appears from documents received by the committee since their report, that the sum of fifteen thousand dollars was not advanced to William Duer on account of the last mentioned contract, on the twenty-third of March. The committee were led into this mistake, by a document received from the Treasurer, representing the fact as stated in the original report, which document is still before the committee.—The true state of this transaction as recently stated, appears to be as follows:

A warrant issued in favor of Joseph Howell, on the twenty-third of March, for the sum of fifteen thousand dollars, for the use of the war department generally, and not for William Duer, as stated in the account rendered by the Treasurer: Of which sum, were advanced to William Duer, on the twenty-sixth of March, four thousand dollars; on the eighth day of May following, were paid to James Smith, contracting agent for William Duer, one thousand dollars; and between the twenty-first of May and the twenty-third of July, were paid to John Kean, another agent for William Duer, four hundred and thirty-seven dollars and ninety-one cents; making the whole sum advanced on the last mentioned contract, five thousand four hundred and thirty seven dollars, and ninety-one cents.—The residue of the fifteen thousand dollars is suggested to have been applied to the use of the war department generally.

The original report states, that—

“It appears from the correspondence of General Butler, 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 departments, particularly as to tents, knapfacks, camp kettles, cartridge boxes, pack-saddles, &c. all of which articles were deficient in quantity and bad in quality. The pack-saddles particularly 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.”

Mr. Hodgdon has produced to the committee, a number of ex-parte affidavits and certificates, to prove, that these several articles were furnished, in sufficient quantities, and of good quality.—Most of these affidavits however, were made by the manufacturers of the respective articles, or persons in the employment of Mr. Hodgdon, and generally written in a different hand-writing, from that of the subscribing deponents; and most of the certificates, by persons unknown to the committee. But the testimony formerly taken by the committee, and the corroboration of it by the evidence of respectable and disinterested persons, lately taken by the committee, in presence of Mr. Hodgdon, appears abundantly sufficient to justify the statement of facts, contained in the original report. With respect to the pack-saddles however, it is necessary to remark, that some qualification of the expression used in the original report, would be proper. They appear to have been made of different sizes: those of the largest size are proved to have been wholly unfit for use, the horses used for pack-horses being generally small. Some of the smaller pack-saddles, however, appear to have been used in the campaign, and to have answered the intended purpose better than was at first expected.

It is stated in the original report that—

“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.”

The committee are led to conclude, from authentic information recently received, that the complaint of the arms intended for the regular troops and levies, is unfounded; some of the arms appear to have been damaged, after they were put into the hands of the troops, from their inexperience or carelessness, tho' delivered to them in good order.

The committee were induced to make the unqualified statement contained in the original report, from the unqualified manner in which this subject is spoken of by some of the witnesses, formerly examined by the committee; they not having stated with sufficient precision, the causes of the arms being out of repair, nor specifying the probable number requiring repairs.

The original report proceeds with the following expression:

“It appears, that a great proportion of the powder, supplied for the use of the army, was not of good quality, tho' an experiment made by major Ferguson, at Fort Pitt, with a howitzer, who reported in favor of the quality of the powder.”

The committee are satisfied, from experiments made since the original report by captain Ford, at Fort Washington, upon request of the Secretary at War, and by samples of the powder from thence, actually furnished the committee, that the powder was originally of good quality; but that a certain quantity of it was damaged by exposure to the air and moisture after being issued to the troops. And it appears to have been powder of this description, upon which experiments were made by some of the officers in the expedition, which produced unfavorable impressions as to the quality of the powder in general; for it is certain, a belief was currently entertained amongst the officers,

that the powder in general was not of good quality. The insufficiency of the powder, after the army took the field, is accounted for from the bad quality of the tents. It is in testimony to the committee, that great quantities of the fixed ammunition were actually rendered useless from that cause.

It is stated in the original report, that—

“Mr. Hodgdon was appointed quarter-master-general in the month of March, and continued at Philadelphia until the 24th of June, he then proceeded to Fort Pitt, where he arrived on the tenth of the same month—no sufficient causes have appeared to the committee to justify this delay, and his presence with the army appeared to have been essentially necessary previously to that time.”

In this statement, the duration of Mr. Hodgdon's stay at Fort Pitt was casually omitted, which appears to have been from the tenth of June, till the twenty-sixth of August. The insertion of this fact will sufficiently explain the sense of the committee, in the inference respecting the time, in which the presence of the quarter-master-general was necessary at the army.

It is stated in the original report, that—

“There were six hundred and seventy-five stand of arms, at Fort Washington, on the first of June, and most of those totally out of repair.”

These arms, the precise number of which appears not to be accurately ascertained, are admitted by the Secretary at War, to have been at Fort Washington, in the situation described, but he suggests, that they were old and useless arms, which had been collected at that place, and were not counted upon, as any part of the supply of arms for the expedition.—

It appears, that the regular troops and levies were completely supplied with arms, without recurrence to this stock: but a number of them was repaired, by orders of the commander in chief, of the expedition, with a view, as he suggests, to arm the militia from Kentucky, who, it was expected, would arrive, either insufficiently armed, or not armed at all; and he did not conceive the arrangements, made by the war department, competent to arming the militia, together with the other troops.

The original report states, that—

“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 farther pay or settlement; notes of discharge were given them, specifying the time of their service, and bearing indorsements, that some advances had been made to them on 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 whisky; the monies for the pay of the levies did not leave Philadelphia, till the fourth of December, one thousand seven hundred and ninety-one, nor arrive at Fort Washington, till the third of January, one thousand seven hundred and ninety-two, some time after the last enlisted levies are known to have been entitled to their discharges.”

In addition to the reasons contained in the original report, respecting the discharging of the levies, without their stipulated pay, which are admitted by the Secretary at War, to have been justly stated, he has, in his late communication, suggested to the committee, that, at the time of the discharge of the levies, there was actually, in the hands of the quarter-master-general, the sum of sixteen

(See last page.)