Thomas Ewing, Jr., and the Origins of the Kansas Pacific Railway Company

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IN THE SPRING of 1854 congress opened Kansas territory to white settlement. The early comers who began to layout town-sites fully realized that it would be necessary for the new communities to acquire railroad connections with the East—and even with the Pacific West—if they were really to be successful. Kansas promoters were aware, also, of the fact that federal, state, and local government aid would be necessary to finance railroad construction. There was not enough capital in the territory to do the job, and too much risk was involved to expect heavy investments on the part of Eastern or foreign capitalists. Kansas’ territorial status and its disorderly internal politics further encouraged local promoters to look directly to Washington for aid.¹

The Kansas promoters resented the fact that much land in the territory was reserved to the Indians, contending that these lands, and those held by the federal government, should be turned over to capitalists to be used to finance railroad construction. Both the Free-State and Proslavery parties agreed that the federal government should allocate lands to be used to promote railroad construction in the territory, and incorporated such demands into the various territorial constitutions.²

Thomas Ewing, Jr., was one of Kansas territory’s most active boosters, and for a time its most successful railroad promoter. The 27-year-old Ewing entered Kansas territory in the autumn of 1856. His impressive physical appearance, vast energy, and sharp intelligence combined with important family connections and wealth assured for him immediate acceptance. Ewing was the son and namesake of Thomas Ewing, Sr., of Lancaster, Ohio, a former Whig senator and cabinet member. Thomas Ewing, Jr., had served as a personal secretary to President Taylor while his father was secretary of the interior. Ewing then attended Brown University and studied law at the University of Cincinnati, being admitted

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to the bar in 1855. He was a friend and cousin of James G. Blaine and a close personal friend of John Sherman whose brother, William T. Sherman, married Ewing’s sister Ellen. Thus, when Ewing entered Kansas he was well acquainted with the various departments of government, especially the Department of the Interior, and he had already begun to develop the kind of personal connections which soon proved helpful to him as a railroad lobbyist. In Kansas Ewing helped to found the Republican party, and in November, 1859, was elected chief justice of Kansas.

Ewing settled in and invested heavily in real estate in Leavenworth, at that time a boom town which, with a permanent population of 7,229 in 1860, was the largest city between St. Louis and San Francisco. In the depression which plagued Kansas territory in the wake of the panic of 1857 Ewing lost heavily in real estate speculations and faced financial failure. This forced him to make desperate efforts to obtain federal subsidies for railroad facilities. Ewing focused his attention on the Leavenworth, Pawnee and Western Railroad Company. Chartered by the Kansas territorial legislature in 1855, the company was to be allowed to build from Leavenworth to Pawnee near Fort Riley via Lawrence and Topeka, and from there to the 100th meridian along the Smoky Hill river. The company was authorized to issue five million dollars worth of stock, and was required to start construction within five years and to complete it within 12.3

Between 1855 and 1857 nothing was done with the L. P. & W. Many of the original incorporators lost interest and the L. P. & W. languished as just another of the several paper railroads projected in Kansas during the territorial period. In late December, 1856, a movement began to breathe life into the L. P. & W. The original incorporators, all Proslavery men, anticipated difficulty with the first Kansas Free-State legislature which was scheduled to convene in 1857. In a reorganization Thomas Ewing, Jr., and his elder brother, Hugh, known to be moderate Free-State men, joined the company to forestall any political troubles that might arise concerning charter amendments. Also, the company was angling for government grants to aid construction and it was correctly believed that the Ewings—and their influential father—would be able to aid in the lobbying effort that necessarily would be involved in securing federal aid. On January 5, 1857, Thomas Ewing, Jr., was elected

to the board of directors and Hugh Ewing was elected president of the company. The board then delegated authority to Hugh Ewing to go to Washington to seek a grant to assist in construction of the line.\textsuperscript{4}

On December 26, 1856, the L. P. & W. opened its books to stock subscriptions, and supposedly received an initial pledged subscription of $156,000. If only paid shares were voted in the election for the president and board members on January 5, 1857, however, the company would only have taken in $1,550 in cash. In May, 1857, a surveyor was hired, and by the end of the year a tentative route was projected between Leavenworth and Fort Riley.\textsuperscript{5}

In the process of the survey the L. P. & W. found its path blocked by the Delaware reservation east of Lawrence and the Pottawatomie reservation west of Topeka. In 1858 the L. P. & W. started an extensive campaign of lobbying, headed by Thomas Ewing, Jr., and Andrew J. Isaacs, formerly the attorney general of the territory, to get possession of the Delaware and Pottawatomie lands. More than merely attaining a right-of-way was at stake. Sales from the Indian reserves could help finance the construction of the railroad, while unsold land would serve as collateral for loans. Even if the L. P. & W. had to pay a fair price of two or three dollars an acre for the land it would be worth it because once the railroad was built the land would rapidly increase in value. Simultaneously, the L. P. & W. began lobbying in Washington for federal grants of land to be used to finance construction.\textsuperscript{6}

From 1857 effective control of the L. P. & W. rested with four men: John H. McDowell, James C. Stone, A. J. Isaacs, and Thomas Ewing, Jr., and by 1863, all of these men except Ewing had served as president of the company. The control by the four men was formalized on November 3, 1860, when the board adopted resolutions creating an “executive committee” which was empowered to “make contracts, borrow money, conclude mortgages, appoint agents, and do all other acts which in their judgment may be necessary and proper for the interests of the company.”\textsuperscript{7} This empowered the executive committee to make all of the L. P. & W.’s

\textsuperscript{4} Hugh Ewing to Thomas Ewing, Sr., Leavenworth, December 26, 1856, January 3, 5, 1857, “EFP,” LC.

\textsuperscript{5} Thomas Ewing, Jr., in the preface of The Charters of the Leavenworth, Pawnee and Western Railroad.


\textsuperscript{7} Leavenworth Daily Times, September 19, 1860; Minutes of the Directory of the L. P. & W., November 3, 1860, “EFP,” LC. Members of the board present were: Stone, McDowell, R. P. C. Wilson, Amos Rees, and Thomas S. Gladding.
important decisions and to negotiate and close contracts without consulting either a large number of stockholders or the board of directors. The original executive committee was composed of Isaacs, Stone, and McDowell. At this time Thomas Ewing, Jr., was the official designated to attempt to secure land grants from congress or from the Indians. On April 11, 1861, he was added to the executive committee.  

Although the L. P. & W. made efforts to secure federal aid from 1857 to 1860, sectional controversy in congress and town and railroad rivalry in Kansas thwarted its efforts. Then, in 1860, the impoverished promoters devised a bold and ingenious scheme for obtaining the Indian lands and endowing their company. The promoters negotiated directly with the Delaware Indians for the purchase of their reserve. They gambled that opposition from the Department of the Interior or from local Indian agents could be countered by incorporating their agreement with the Indians directly into a treaty, and taking it to congress for ratification. On May 30, 1860, the promoters reached an agreement with the Indians. The L. P. & W. was the chief beneficiary of what was ostensibly a treaty between the United States government and the Delaware Indians.

The Delaware treaty of May 30, 1860, implemented a provision of a treaty of 1854, which provided that, at their request, the Indians could have their reserve surveyed and assigned to individuals in severalty. Each member of the Delaware tribe would then be entitled to 80 acres of timbered land. This assignment in severalty was to be made in a compact body, thus leaving in effect a largely diminished reserve.

Article three of the treaty of 1860 conveyed to the Leavenworth, Pawnee, and Western Railroad Company the right to purchase the remainder of the lands after the assignments in severalty were made. The company was required, on its part, to pay into the United States treasury the appraised value of the land, the minimum of which could be $1.25 an acre, which would be held in trust for the Indians. Payment was required to be made in gold or silver coin. Upon payment of "a just compensation" to the individuals involved the L. P. & W. was also given a perpetual right-of-way over any of the lands retained by the Delawares in severalty. In order to secure the construction of the railroad within a reasonable time, the treaty specified that the L. P. & W. could not patent the land.

until it had completed and equipped 25 miles of the road from Leavenworth, at which time the company would be entitled to one half of the lands; it could secure the second half upon completion of the railroad to the western border of the Delaware reservation. If the company should fail to complete the road “within a reasonable time” it would forfeit its title to the United States government. The railroad company was also required to sell all its lands that were not required for railroad purposes within seven years.

The Delaware treaty reserved land for several institutions and special interest groups whose opposition could, if it materialized, prove embarrassing to the company. Thus, substantial tracts were donated to mission schools and churches, as well as to the principal chiefs and the interpreter. The chiefs were also to receive an annual payment of $1,500 apiece from the funds paid by the L. P. & W. into the United States treasury.9

The promoters of the L. P. & W. negotiated with the Indians quietly, and drew little attention to themselves. Although rumors circulated concerning their negotiations with the Indians, few people other than the principals involved knew what was going on. Because of this, opposition had no time to organize against the project. The treaty slid rapidly through congress, and on August 27, 1860, was proclaimed as law by President Buchanan.

Thomas Ewing, Jr., was delighted with the Delaware treaty, estimating that the land the company had an opportunity to acquire was already worth 10 dollars an acre. His optimism was, however, tempered by the realization that the L. P. & W. lacked cash or mortgageable assets. Ewing knew that much more work needed to be done before the promoters of the L. P. & W. could be assured of profiting from their enterprise. In fact, he feared that they would be unable to carry through on their project.10

The company’s first task was to insure that the treaty was safely implemented. Much of this work was done by Isaacs, who went to Washington in the summer of 1860. There he gained assurances from the commissioner of Indian affairs and from officials in the Department of the Interior that the lands would be appraised at or near the legal minimum. The land was surveyed and appraised, and in September, 1860, the Indians were given their allotments. The three appraisers followed instructions from the Interior department and assessed the land without regard for any appreciation that

10. Thomas Ewing, Jr., to O. B. Gunn, Leavenworth, July 24, 1860; to Thomas Ewing, Sr., Leavenworth, September 5, 1860, "Ewing Mss.,” KSHS.
might result from the presence of a railroad, and upon what they judged it would bring at public auction, if sold in one body for gold or silver coin. Under this rationale, the appraisers ruled that the L. P. & W. had the right to purchase 223,996 acres for $286,776 or about $1.28 an acre. One year later the L. P. & W. was selling this land for $6.50 an acre.11

Hoping to gain financial support by giving their company the appearance of a well-managed, viable concern, the promoters took job applications from contractors and engineers, and surveyed a route through the Delaware reserve. Then the promoters found themselves in a bind. They could not begin construction without a loan, and they could not get a loan until they could demonstrate the capability of building the railroad. Furthermore, capitalists withheld funds because of two treaty clauses which they found objectionable: first, the provisions requiring the company to complete 25 miles of road before it could obtain one half of the lands, and to reach the end of the reserve before it could get the remainder; second, the requirement of full payment for the lands within six months. These problems prevented the L. P. & W. from securing a mortgage loan, and by the fall of 1860, the company was in danger of losing the Delaware lands.12

Thomas Ewing, Jr., the most important Republican politician in the L. P. & W., was dispatched to Washington to confer with officials in the new Lincoln administration in order to modify the unfavorable terms of the Delaware treaty. He was prepared to use almost any means to achieve his objective. He made this clear at the time of the negotiations of the Delaware treaty, when he attempted to raise $25,000 to $50,000 from Leavenworth men to support the lobbying effort.13 He also wrote to Gov. Charles Robinson, advising him to:

make up $10,000 to $15,000 of Lawrence property with which to secure aid from the rapacious lobby, which will never let the bill go through until their hunger is appeased. Among them are gentlemen of character & influence who for a reasonable fee in property made contingent on the passage of the bill, would go to work for the bill & do it substantial service.14

Ewing’s task was complicated by the fact that opposition to the L. P. & W. now organized. One source of resistance was a group of

12. Thomas Ewing, Jr., to Thomas Ewing, Sr., Leavenworth, September 8, 1860, ibid.
14. Thomas Ewing, Jr., to Charles Robinson, “Charles Robinson Ms.,” Spencer Library, University of Kansas.
Delawares connected with the Baptist Mission who were encouraged by John W. Wright, an Indiana banker and land and railroad speculator, who perhaps coveted the Indians' lands for himself. The Indians hired Wright's friend and a specialist in land litigation, John P. Usher, to represent them. Usher correctly asserted that the Delawares had not been paid for the lands which they had ceded to the L.P. & W. He contended that any further governmental assistance to the L.P. & W. would only compound what he indignantly denounced as a "gross heartless and nefarious fraud."  

Wright rushed to Washington to oppose the L.P. & W. He also bombarded the Department of the Interior with letters asserting that the Delaware treaty of May 30, 1860, had been secured through fraud, and the lands were grossly undervalued by the appraisers.

The complaining Indians were supported by the government agent to the Delawares, Fielding Johnson. Johnson sent the Department of the Interior an affidavit from Charles Jonneycake (or Journeycake), who he described as "probably the most intelligent man in the tribe." Jonneycake knew English and was present at the signing of the treaty. He swore that the chiefs, who were "old men of but little education" had been made "temporarily biblious" and then were bribed by James C. Stone and "certain men in Leavenworth in the employ or interest of the Leavenworth & Pawnee Railroad Co." Jonneycake asserted that until its publication by congress the terms of the treaty had been concealed from the members of the tribe. Furthermore, Jonneycake charged that Stone had unsuccessfully attempted to bribe the leaders of the tribe into investing their trust funds in the railroad company. Jonneycake concluded that in his opinion "all the Indians are dissatisfied with the appraisement except as has been bribed by said railroad company . . . . all the chiefs have been bribed at the time of its execution & some of them have been bribed to ratify the appraisement of the lands."  

A second source of opposition to the L.P. & W. came from the white settlers who had squatted on the Delaware reserve. They were convinced that if the L.P. & W. were thwarted in its attempts to get the lands, they could get them at the appraised price. Although the L.P. & W. offered to make lenient arrangements with

16. J. W. Wright to the secretary of the interior, June 29, July 4, July 12, 1861, "EFP," LC.
the settlers the latter refused either to pay or vacate.18 The L. P. & W. was aided in its conflict with the settlers by John P. Usher, whom the company hired in August, 1861, after he deserted his former clients, the Delaware Indians. Usher was specifically hired to assist in the procurement of the lands belonging to the Pottawatomie Indians, although he served the company in any matters involving the Department of the Interior, where his close friend, Caleb Smith, was secretary. Usher became even more valuable to the L. P. & W. in March, 1862, when he became assistant secretary of the interior.19 At Ewing’s request, Usher persuaded Secretary Smith to issue statements declaring that the L. P. & W. had a clear title to the Delaware lands, but that if it should forfeit them bona fide settlers could purchase the land at the government appraisement. This, Ewing hoped, would aid the sales of land by the company, which began October 1, 1861.20

Opposition from Wright’s group proved more pressing. Ewing acted in several ways to overcome it. He arrived in Washington armed with an elaborate brief and an impressive assortment of endorsements from influential persons. All of these affidavits asserted that the Indian chiefs were sober during the treaty negotiations, and that the treaty was explained to and received the consent of the entire tribe. The brief explained why the L. P. & W. was unable to pay for the lands, and argued that new terms of payment should be arranged, as the Indians desired the railroad to be constructed, and its construction was a commercial necessity to Kansas. The L. P. & W. proposed “that the amount to be paid . . . be invested in the bonds of the company payable annually; the bonds to be secured on one hundred thousand acres of the (Delaware) lands.”21 Ewing had letters from a large number of prominent Kansans supporting the company’s proposal, attesting to the integrity of its promoters, and offering assurance that the Delaware lands were worth eight to 10 dollars an acre and hence were adequate security for $300,000.22

18. Leavenworth Daily Times, August 29, 1860, October 17, 1861; affidavit of John Faulkner, Leavenworth, July 1, 1861, “EFF,” LC.
20. Thomas Ewing, Jr., to John P. Usher, Leavenworth, November 12, 1861; Hampton B. Demman to Caleb B. Smith, Leavenworth, November 12, 1861, “Ewing MSS.,” KSHS.
22. The letters were from: William P. Dole, the commissioner of Indian affairs; former territorial delegate M. J. Parrott; the Washington, D. C., banking house of Sweeney, Rittenhouse and Faint; Kansas Senators Pomeroy and Lane; Kansas Congressman M. F. Conway; Gov. Charles Robinson; Samuel A. Kingman, a justice of the Kansas supreme court; John W. Robinson, Kansas secretary of state, Kansas Attorney General B. F. Simpson; James L. McDowell, U. S. Marshal for Kansas; W. R. Griffith, Kansas superintendent of public instruction; John W. Scott, speaker of the previous territorial legislature; Archibald Williams, judge of the United States district court and a personal friend of Lincoln’s; from himself in his capacity as chief justice of the Kansas supreme court. There were also letters from former United States Attorney General Jeremiah Black and from Ewing’s father expressing the opinion that their plan was legal.
Most importantly, Ewing visited with President Lincoln several times, and was able to enlist his support. Ewing had to use his full powers of persuasion, as Lincoln feared that aid to the L. P. & W. would receive unfavorable newspaper publicity. On June 2, 1861, Ewing reported:

I had my business in the very act of being closed successfully, when that fellow John Wright got here and attacked it savagely, and the President is now inclined strongly to retract his order for the investment. He is afraid of newspaper clamor against it. He promised me yesterday to see me Tuesday to determine his final action.23

In their next meeting, Ewing successfully persuaded Lincoln to issue a proclamation incorporating the wishes of the L. P. & W.24 On June 10, 1861, Lincoln directed that, if the Indians approved, the railroad company could execute the bonds, to be deposited to the account of the Delawares, for the sum of $286,742.15. The bonds were to be secured by a mortgage upon 100,000 acres of the Delaware lands. After the company had deposited its bonds “all matters . . . shall proceed in conformity with said treaty, as if the money had been paid by said Railroad Company, and had been invested by the President in said Railroad bonds.”25 In brief, the company and the President admitted that the Delaware lands had been vastly undervalued, and that 123,000 acres which the company was now free to sell or to mortgage to other parties was worth the amount placed by the appraisers upon the original 223,996 acres.

President Lincoln, sensing that his proclamation was unfair to the Indians, insisted upon incorporating its provisions into a treaty which they would be free to approve or reject. Ewing labored tirelessly throughout the summer of 1861 to secure the ratification of the treaty. He solidified support for the treaty from Indian agency officials by presenting them with grants of land. On July 2, 1861, these officials—led by William P. Dole—induced the Indians to agree to the new treaty. Ewing had returned to Kansas to oversee the negotiations, and at this time he executed the company’s six percent bonds and delivered them to Kansas district court Judge Archibald Williams as directed by President Lincoln.26

Ewing believed that if President Lincoln let the arrangement stand (and he predicted that he would) the company would be able to begin construction, and he could finally get out of debt. The

23. Thomas Ewing, Jr., to Thomas Ewing, Sr., Washington, June 2, 1861, “Eff,” LC.
24. Thomas Ewing, Jr., to Thomas Ewing, Sr., Washington, June 11, 1861, ibid.
company could quickly get some cash from its sales of land, and 
pay construction costs in land. As Ewing expected, on July 19, 
1861, Lincoln sent the treaty to the senate for ratification. On 
August 6, 1861, the treaty was ratified, although it was not pro-
claimed until October 4, 1861, because the approval of the Dela-
wares had to be secured to several amendments which had been 
made by the senate at Lincoln’s suggestion. The most important 
of these, added “for the perfect security of the Indians,” provided 
that the L. P. & W. could not patent any of the mortgaged lands 
until they had been paid for. 27

By the 1850’s new ways of defrauding the Indians were rare. The 
idea of a firm negotiating directly with the Indians, and then having 
the senate ratify the results as a treaty, was such a novelty. Al-
though the idea of using this method should probably be credited 
to A. J. Isaacs, 28 it was Thomas Ewing, Jr., in his role as the chief 
lobbyist for the L. P. & W., who demonstrated just how effective 
this technique could be. What, in brief, had happened? In danger 
of losing their lands because of their inability to pay the price 
specified by the first Delaware treaty, the promoters of the L. P. 
& W. carried through a scheme in which a new treaty (negotiated 
under even more dubious conditions than the first) was ratified after 
an intense lobbying effort. As a result, 100,000 acres of land, for 
which the company paid nothing, were placed in trust for the In-
dians, and served as security for the entire 223,996 acre tract of 
which they were a part. This left the L. P. & W. 123,996 acres 
available to sell or mortgage, without having to pay a cent for it.

After the L. P. & W. secured the highly advantageous modifica-
tion of the Delaware treaty, its promoters renewed their efforts to 
get Eastern capitalists interested in the project. They also began 
making vigorous efforts to secure a similar treaty with the Potta-
watomie Indians. On September 2, 1861, the executive committee 
of the L. P. & W. signed a contract with John P. Usher and Saunders 
W. Johnston, an important Kansas Democrat and a former terri-
torial chief justice; the two agreed to work for the immediate ratifi-
cation of the new treaty and amendments by the Delaware chiefs. 
They further agreed to attempt to procure a treaty with the Potta-
watomie tribe “for the sale or donation” of their lands to the 
L. P. & W. on terms favorable to the company. 29 The Pottawatomie

27. Thomas Ewing, Jr., to Thomas Ewing, Sr., Washington, July 9, 1861, ibid.; Works 
Quarterly, v. 6 (1937), pp. 233-234.
29. New York supreme court, Saunders W. Johnston vs. the Kansas Pacific Railway, 
and others, Exhibits A and B, in “EFP,” LC.
lands which had attracted the attention of Thomas Ewing, Jr., consisted of 576,000 acres commencing three miles west of Topeka and stretching westward for 30 miles on both sides of the Kansas river. Ewing and Stone drafted the treaty which was submitted to the Pottawatomies authorizing the purchase of the reserve by the railroad. Ewing then engaged in negotiations with the Indians, and also paved the way for the treaty's ratification by making arrangements with officials and politicians. On September 12, 1861, Ewing reported:

I have been engaged going about the country with the Commissioner and initiating a treaty with the Pottawatomies similar to the amended Treaty with the Delawares. There are two factions in the Pottawatomi tribe, the Savages and the Catholic Indians, the latter of whom appointed Delegates to treat and the former are holding the matter under advisement. I think that treaty will be made this fall, or winter. Usher and the Commissioner are now at a good understanding with us and will do what they can for the proposed treaty. If this is made we will put the road to Fort Riley in two years.

In a treaty concluded on November 15, 1861, the Pottawatomies agreed to a reduction of their reserve with each member of the tribe being allotted 80 acres which he could hold in severalty or in common as a member of the tribe, depending upon his choice. Within six months after the Indians selected their tracts the L. P. & W. was to be given the privilege of purchasing the remainder—ultimately 340,000 acres—at a price of $1.25 an acre, payable in gold or silver. The company was required to maintain a construction schedule similar to that provided in the Delaware treaty. None of the signing chiefs was given land, but St. Mary's Catholic Mission and the Baptist Board of Missions were granted 320 acres each to be used for the maintenance of their schools and churches in fulfillment of promises made by Ewing in order to enlist the support and influence of the missionaries during the treaty negotiations. Ewing was especially pleased with terms of payment for the lands, which allowed the railroad company, if it wished, to postpone the date of payment of the first installment to three years after the ratification of the treaty, with the total price to be paid within nine years.

Ewing had to resort to attractive inducement to assure senatorial ratification of the second Delaware treaty and the Pottawatomie treaty. Powerful Kansas Sen. Samuel C. Pomeroy had to be persuaded to abandon temporarily his own Atchison railroad interests.

30. Thomas Ewing, Jr., to Thomas Ewing, Sr., Leavenworth, November 20, 1861, ibid.
31. Thomas Ewing, Jr., to Thomas Ewing, Sr., Leavenworth, September 12, 1861, ibid.
32. Treaties Between the United States and Delaware and Pottawatomie Tribes of Indians (St. Louis, Polkison, 1865), pp. 53-59; Thomas Ewing, Jr., to Thomas Ewing, Sr., Leavenworth, November 20, 1861, “EFF,” LC.
and to support the L. P. & W. instead. Even before the Pottawatomie treaty was concluded Ewing had written to Pomeroy, mentioning that the company planned a reorganization, and hinting that a place could be found for Pomeroy and his friends. 33 Later, Ewing wrote to Robert McBratney, one of Pomeroy’s henchmen, asking him to urge the senator to support the ratification of the Pottawatomie treaty. Ewing assured McBratney that any help which he could give the company would “be appreciated & reciprocated by the company.” 34 McBratney and Pomeroy’s brother-in-law, Willis E. Gaylord, were each given 4,600 shares of L. P. & W. stock for their aid in putting the treaties through the senate. 35

Pomeroy’s Kansas colleague in the senate, James H. Lane, long a political foe of Ewing’s, demanded concessions from the L. P. & W. in exchange for his support. Lane insisted that Gov. Charles Robinson and his friend Robert S. Stevens be forced to resign from their positions as directors of the L. P. & W. to be replaced by two of Lane’s supporters, Josiah Miller and Chester Thomas. Lane further demanded that the L. P. & W. give these men $10,000 of fully paid stock, and $20,000 of unpaid stock. One section of land was to be given to a person to be named later by Lane. It was further demanded that the L. P. & W. refrain from using its influence against Lane politically. Ewing agreed to Lane’s terms although by doing so he angered Robinson. 36

Lane and Pomeroy did, in the end, work effectively to secure ratification of the treaty. On April 16, 1862, Ewing wired the Leavenworth Daily Times that the treaty had been ratified. With tongue in cheek, perhaps, he said that the two Kansas senators deserved much praise and credit “for their earnest and untiring support of this great measure.” 37

The L. P. & W. made numerous other settlements. A document entitled “Proposition for Sale” contains a list of at least some of the beneficiaries in the case of the Delaware treaties, although the exact service rendered to the company by some of them is obscure:

33. Thomas Ewing, Jr., to S. C. Pomeroy, Leavenworth, November 8, 1861, “Ewing MSS., KSHS.
34. Thomas Ewing, Jr., to R. McBratney, Leavenworth, December 27, 1861, ibid.
37. Thomas Ewing, Jr., in the Leavenworth Daily Times, April 23, 1862.
Robinson, selected ........................................ 2,250 acres
Fant, selected ................................................. 320
Adams, selected and deeded ............................... 1,280
Jonnycake, selected and deeded ......................... 320
Babcock .......................................................... 640
Stevens and Simpson ....................................... 1,280
Mrs. Robinson .................................................. 640
Delahay .......................................................... 960
M. F. C. ........................................................... 320
Robinson's man ................................................ 320

Total in acres ............................................... 10,560

The document clearly reveals the company’s debt to Charles Robinson, who could have caused the company much trouble. R. S. Stevens and Benjamin Simpson were both Lawrence businessmen with close contacts with Robinson. H. G. Fant was a Washington banker and a close friend of Ewing’s. Charles Jonnycake, who had at one time opposed the second Delaware treaty, served as an interpreter during the final steps involved in securing the Indians’ agreement. He may have opposed the treaty simply to extort lands from the L. P. & W. Mark Delahay was a distant relative of President Lincoln, and the surveyor general of Kansas. C. Babcock was an important Kansas Republican, who may have lobbied for the treaties in Washington. “M. F. C.” was probably Martin F. Conway, the Kansas congressional representative. William P. Dole, the commissioner of Indian affairs who arranged the supplementary Delaware treaty, and Charles E. Mix, his chief clerk, received 1,200 and 640 acres respectively. Thomas Ewing, Jr., helped himself while he was distributing gratuities. He, Stone, and Isaacs were each to be sold 6,300 acres of Delaware lands at the government appraised price, and they retained as a group the option of buying 26,160 acres of Pottawatomie lands.

Thomas Ewing, Jr.’s initial efforts at railroad promotion were eminently successful. In 1862 his company had yet to lay a single rail, but it did have the opportunity to acquire a substantial equity in the form of the huge Delaware and Pottawatomie tracts. It was reasonably assumed that these lands could be mortgaged or sold in order to capitalize construction. Ewing had used his association with powerful men—whose greed or gullibility he skillfully exploited—to secure the Indian treaties and thereby promote the interest of the L. P. & W. He intended to use the same methods to carry his project to completion.

38. “Proposition for Sale,” “Ewing MSS.,” KSHS.
39. G. Raymond Gaeddart, The Birth of Kansas (Lawrence, University of Kansas Press, 1940), passim; “Proposition for Sale,” “Ewing MSS.,” KSHS.
By the time the L. P. & W. got the Pottawatomie treaty ratified the country was engaged in civil war, and hence capital was not available for their enterprise. The promoters envisioned federal aid as a solution to their problems. With Southern opposition removed from congress because of secession it was widely assumed in 1862 that some type of Pacific railway bill would pass. The question was: what local interests would benefit most? The L. P. & W. promoters sought to incorporate special privileges for their company into a Pacific railroad bill and thereby complete the metamorphosis from an impoverished paper railroad company into part of a transcontinental system.

On January 6, 1862, John P. Usher met Stone in New York, where they agreed on lobbying procedures. Upon Usher’s recommendation the L. P. & W. hired as a lobbyist Henry Bennett, a former congressman from New York who had long been interested in the construction of a Pacific railroad. Bennett helped Stone and Usher draft a bill, and agreed to lobby for the measure in congress, while Usher mustered support within the cabinet for the company’s claims. The bill drawn up by the L. P. & W. was calculated to establish the main route of the transcontinental railroad from the Missouri river to California via Denver. On February 5, 1862, Representative James S. Rollins of Missouri introduced the L. P. & W.’s bill in the house, where it was sent to the select committee on a Pacific railroad, chaired by James H. Campbell of Pennsylvania. The next day Senator Pomeroy introduced the bill in the senate.40

In an attempt to demonstrate that there was local interest and support for the L. P. & W.’s bill its promoters persuaded the two houses of the Kansas legislature to adopt a joint resolution which was presented on March 17, 1862, as a memorial to congress. It asserted that the construction of a Pacific railroad was an economic and military necessity, urged the adoption of the Rollins bill, and requested that the state’s senators and representative work toward this end.41

The Campbell committee considered several bills in addition to that of Rollins. However, it eventually reported a bill that favored Rollins’s Missouri interests, and provided very generous benefits for the L. P. & W.42 The Campbell committee’s bill provided aid

in the form of loans of bonds and land grants to several railroad companies either chartered or to be chartered for the purpose of constructing the trunk line of a transcontinental railroad and telegraph and its several branches. The L. P. & W. was to be lent $16,000 of bonds per mile to build a 100-mile road from Kansas City to the western boundary of Kansas at the 102d meridian. The L. P. & W. was also to be given aid to connect Leavenworth with the main branch.

Both the Hannibal and St. Joseph Railroad Company and the Pacific Railroad of Missouri were authorized to connect with and aid this eastern branch of the Union Pacific railroad. The other eastern branch of the Union Pacific, which was to have its terminal somewhere in Iowa, could be constructed by all or any one of four east and west lines in that state. They were to build from some point which they could agree not east of the meridian of Kansas City to connect with the L. P. & W., anywhere between 100 and 300 miles west of Kansas City. The Union Pacific Railroad Company was chartered to build the portion of the main line from the western terminus of the L. P. & W. to the eastern boundary of Nevada. Aid was to be given private companies to construct through California and Nevada. A jubilant Ewing wrote that if the Campbell bill passed "my interest will be worth a half million dollars." 43

In the spring of 1862 all four members of the L. P. & W.'s executive committee were in Washington, engaging in a variety of activities designed to facilitate the passage of the Campbell bill. When the measure was pending in the senate, Thomas Ewing, Jr., compiled and circulated a pamphlet entitled *The Charters of the Leavenworth, Pawnee and Western Railroad Company*. Ewing's purpose was to convince the senators that the L. P. & W. was a solid enterprise, fully capable of constructing a portion of the transcontinental railroad. The pamphlet included a compilation of the L. P. & W.'s Kansas charters, which showed that the company was authorized to do what the Campbell bill would subsidize it for, as well as the text of the Kansas legislature's memorial to congress in support of the Rollins bill, with Ewing's notation that the section dealing with the L. P. & W. was substantially the same as in the Campbell bill. 44 "If the bill now pending should become a law," Ewing asserted,

“the company can enter at once and vigorously on the construction of the road.”

The L. P. & W. printed 83,160 shares of stock with a face value of over four million dollars. These shares were passed out to lobbyists, and many ended up in the hands of congressmen, relatives and friends of congressmen, newspaper people, and Kansas politicians. In testimony before the U. S. Pacific Railway Commission in 1887, Ewing, Stone, and Usher denied that they bribed anyone or rewarded anyone improperly for supporting the bill. They did admit that they had heard rumors that this was done, and that it was possible that the lobbyists they hired may have done so. A memorandum made out by Stone at the time of the company’s sale suggests that the L. P. & W. offered legislative and executive officials inducements to support a bill favorable to itself. The list contains notations evidently referring to the eventual conduct of the recipients, and indicates the distribution of 64,560 shares, with a face value of $4,284,000.

The Pacific Railway Commission questioned Stone and Usher about the curious memorandum in detail. Ewing, however, was allowed to present the commission with a written statement and then was subjected to a perfunctory examination. In it he purported to explain his connection with the L. P. & W. and tell what he knew about the contracts which were alleged to have been made by the company in aid of the passage of the Pacific railroad law of 1862. Ewing’s statement was vague, evasive, and in part untrue. He denied having participated in the management of the L. P. & W. and asserted that he had been only a figurehead as a director. His activities on behalf of the Indian treaties belie this statement, as does his membership on the executive committee. Ewing stated that he had no knowledge of many of the contracts named in Stone’s memorandum, although he admitted executing “four or five contracts” on behalf of the L. P. & W. He denied that there was anything improper in this, as lobbyists had to be hired to see that the bill was ably presented “to Congress and the country through the press and by personal discussion with committees and members of Congress.” The company had no cash, and could only pay lobbyists in land or stock. Ewing observed that without such lobbying activities, “no measure of mixed public and private interest is ever

45. Thomas Ewing, Jr., The Charters of the Leavenworth, Pawnee and Western Railroad Company, p. 6.
46. U. S. Pacific Railway Commission, Ewing’s testimony, pp. 3849-3850; Stone’s testimony, pp. 1595-1614; Usher’s testimony, pp. 1672-1680. The memorandum, which includes the names of people who were paid for services rendered on behalf of the Indian treaties rather than the Pacific railroad bill, is reproduced in Appendix A.
enacted in Congress or any State legislature.” Ewing further claimed that he did not know of or believe that any persons with whom contracts were made had “any corrupt or improper understanding or arrangement with any member of Congress” in regard to the bill.47

Ewing was not as naive or ignorant as he pretended. On May 10, 1862, for instance, he had executed a contract with Benjamin H. Cheever, in which the L. P. & W. agreed, in the event an agreeable railroad bill was passed, to reward Cheever with 25 thousand acres of the lands acquired under the act, $65,000 worth of company stock, and $10,000 in cash within one year after passage of the bill. Stone’s memorandum listed Cheever as entitled to only $25,000 of stock, with the notation “Supposed to be for Simmons of Rhode Island. The services contemplated were not rendered in full.” In 1866 Ewing wrote that Cheever, who was trying to collect, “is entitled to . . . a large compensation, as his efforts were made at a critical time.”48

Evidently, all of the L. P. & W. promoters made some contracts with which the others were unfamiliar.49 On the whole, however, Ewing was well informed concerning these affairs. In the late 1860’s, after the railroad company was under different management, and as various persons presented old claims against the company, he was frequently consulted by the company’s executives in regard to the transactions. On February 7, 1866, Ewing sent a list of persons having claims against the L. P. & W. to Thomas Scott, then the chief man in the enterprise. Because of the nature of the transactions, Ewing admitted that the men listed were not likely to go to court in an attempt to receive compensation. Ewing said he and other company officials had, however, pledged that the company would act in good faith. In Ewing’s opinion the new management was as strongly obligated as the old “to pay equitably for the service through which it became so richly endowed.”50

By virtue of its aggressive lobbying effort the L. P. & W. was able to overcome strong opposition from Iowa railroad and political groups, and to preserve some of the advantages initially contained in the Campbell bill. However, the Iowa interests, led by Cong. James F. Wilson, were able to secure an amendment requiring

47. All quotations in the paragraph are from U. S. Pacific Railway Commission, pp. 3850-3851.
49. Thomas Ewing, Jr., to James G. Blaine, Lancaster, Ohio, March 20, 1876, “EFP,” LC. Blaine had written to Ewing requesting him to issue a public letter testifying that Blaine had never been associated in any way with the L. P. & W., or with contracts made by it. Ewing complied, but wrote to Blaine privately saying that he was unfamiliar with some of the contracts.
50. Thomas Ewing, Jr., to Thomas Scott, Washington, February 7, 1866, “EFP,” LC.
the Union Pacific Company to construct the Iowa branch from western Iowa to connect with the main trunk someplace on or near the 102d meridian. This was an important change, as it gave the Iowa branch a chance to become the main line.\textsuperscript{51}

The L. P. & W. benefited from the fact that many members of congress were preoccupied with war measures and paid little attention to the details of the bill. Opposition to the claims of the L. P. & W. came mainly from a small group of eastern Republicans, who were pledged to support a Pacific railroad bill, but, as they expected little advantage to their region from the project, wanted to subsidize it as little as possible. They hoped to restrict aid to the section to be constructed through the Rocky mountains, with the Eastern branches being financed privately or by the states through which they passed. The Eastern group was understandably hostile to the L. P. & W., which had already asked the senate to approve three treaties providing it with aid in the form of cheap lands. Sen. Daniel Clark of New Hampshire wanted to eliminate all aid to the L. P. & W., “because it is a great scheme to get the Government’s money and . . . . land without any good.”\textsuperscript{52} In spite of the doubts and criticism expressed by a few members of each house, on May 6, 1862, the bill passed the house of representatives by a margin of 79 to 49, and the senate on June 20, 1862, with the vote 35 to 5.\textsuperscript{53}

In its final form the Pacific Railway act of 1862 authorized the L. P. & W. to build from an eastern terminus below the junction of the Missouri and Kansas rivers to the designated starting point of the Union Pacific on the 100th meridian. The L. P. & W. was also allowed to construct a branch from Leavenworth to connect with the line running westward out of Kansas City. The L. P. & W. and the other railroad companies benefiting under the act were to be given federal subsidies of 10 sections of land per mile. Upon presidential approval of each 40-mile segment of the road, the companies would be eligible to receive loans of government bonds at the rate of $16,000 per mile in the plains area. The act anticipated an eventual unified system, and provided that all of the companies building branch lines could consolidate with the Union Pacific.\textsuperscript{54}

\textsuperscript{51} Congressional Globe, 37th Cong., 2d Sess. (1861-1862), pp. 1580, 1704-1705; Russell, Improvement of Communications, p. 800.
\textsuperscript{52} Congressional Globe, 37th Cong., 2d Sess. (1861-1862), p. 2752.
The L. P. & W. did not get all that it sought. In its original bill the L. P. & W. would have located the eastern terminal of the Union Pacific. Obstacles were placed in the way of the Iowa companies which would have assured the L. P. & W. of becoming the main line. In the final bill, an eastern terminus for the Union Pacific was established and the Iowa branch had secured itself a better than even chance of becoming part of the main line. The original bill gave the L. P. & W. the freedom to choose whatever western route it desired, but in the final version the route west of Fort Riley had to receive Presidential approval.55

In spite of the L. P. & W.'s strenuous lobbying effort, and its striking success in the cases of the Indian treaties and the Pacific Railway act, the company failed to achieve its ambition of becoming the main trunk of the Union Pacific system. Much of the later failure of what became the Kansas Pacific railroad must be explained by the legacy of corruption, fraud, and chicanery involved in the company's meteoric rise to eminence, and in its sale and reorganization in 1863 as the Union Pacific, Eastern Division. The company was bedeviled by lawsuits, failed to meet its construction schedule, lost its Pottawatomie lands to the Atchison, Topeka, and Santa Fe Railroad Company, and ultimately was superseded by its Iowa rival.

Although the promoters of the L. P. & W. signed a construction contract with the Montreal company of Ross and Steele in September, 1862, nothing was accomplished because of a lack of capital.56 The promoters continued their efforts to interest Eastern capitalists in the project. On May 28, 1863, after months of negotiations, they finally sold a controlling portion of their stock to a group of Eastern investors headed by Samuel Hallett and John C. Fremont for a price of $200,000. Fremont was a famous Western adventurer, the Republican Presidential candidate in 1856, and at this time wealthy by virtue of the sale of real estate in California. Hallett, a young, dynamic, even overbearing New York investment banker, had acted as the financial agent for the Atlantic & Great Western Railway, a successful Eastern company and had extensive connections with Eastern and European capitalists.57

On May 28, 1863, Hallett and Fremont paid the L. P. & W. promoters $25,000 of the $200,000. The remainder was to be deposited in a trust account to be transferred to Ewing, Stone,

McDowell, and Isaacs gradually as the terms of the sale were completed. The four men agreed, first, to change the name of the company to that of the "Union Pacific, Eastern Division," which was more indicative of the company's current status and more expressive of its aspirations. Second, they agreed to immediately form a new board, which would include Fremont as president and Hallett, Stone, and McDowell among the directors. Third, the L. P. & W. promoters promised to issue construction bonds and to execute a mortgage covering the company's franchise rights, fixtures, rolling stock, and equipment. The mortgage was intended to secure the payment of construction bonds which were to be issued by the company in an amount equal to that which it was eligible to borrow from the government under the terms of the Pacific Railway act. This agreement led to much controversy later because the promoters had already executed a similar arrangement with the Ross and Steele Construction Company. The latter was not aware of the arrangements being made with Hallett and Fremont, and appears to have had, legally, a first lien on the L. P. & W.'s franchise and properties. The fourth, and final, step in the transfer process called for the old L. P. & W. men to resign, and a new board to be organized under the leadership of Fremont and Hallett. The promoters were satisfied with the terms of the sale, considering themselves "lucky to get out so well." 58

Before purchasing the L. P. & W. Hallett and Fremont agreed that the latter would head the enterprise. This agreement was formalized in a contract dated July 13, 1863, in which Hallett agreed that Fremont should have 50,000 shares of stock. Hallett would possess all remaining stock, but for five years it would be held by Fremont as trustee, and voted by him. 59 However, the aggressive Hallett was not content to allow Fremont to dominate the company. He conspired with the L. P. & W. men in an attempt to oust Fremont. This and subsequent events kept the company in litigation for years.

The contract of May 28, 1863, stipulated that the final reorganization of the company was to occur upon Fremont's payment of the final balance ($96,000) due Ewing, Stone, Isaacs, and McDowell. On November 13, 1863, Fremont deposited this balance in a New York bank, and the trustee then sent the promoters a check for the full amount. The promoters hastily forwarded the check for col-

lection because of "apprehension of trouble and to avoid it." He claimed that they did not act fast enough. The suspicious Fremont secured an injunction against Hallett and the L. P. & W. men, and blocked payment of the check. Asserting, with justice, that the L. P. & W.'s representatives refused to honor their contractual obligation to resign as directors of the U. P., E. D., Fremont complained that in all of the conflicts over policy between himself and Hallett they supported the latter. This isolated Fremont and allowed Hallett to operate the company. Fremont accused the secretary of the U. P., E. D., former L. P. & W. president McDowell, of failing to transfer Hallett's L. P. & W. stock to the trusteeship of Fremont as had been previously agreed. Fremont demanded the resignation of the L. P. & W. men, and repayment of his advances of cash. He contended, finally, that "Samuel Hallett & Co. . . . connive at the refusal or neglect of . . . Stone, McDowell, Isacks & Ewing to perform the . . . stipulation." Ewing wanted to support Hallett in his controversy with Fremont, but felt financial pressure which dictated a rapid settlement. He wrote:

My feelings and probable future interests pecuniary and political are with Hallett in his controversy with Fremont—and I would prefer to have the old directory not resign and thus leave Hallett in control. . . . If we can get the funds without the resignations I hope it will be done. If not, the resignations must be made, of course.

There was great pressure to make an accommodation with Fremont. The promoters did not have a good legal case, and were in desperate need of money. There was pressure upon Fremont also, however, as he had already advanced the group $104,000 which would be wasted unless he could regain control of the company. Fremont persistently attempted to gain the cooperation of Stone, Isaacs, and Ewing, as well as Ross and Steele, in his plan to reorganize the company to the exclusion of Hallett. Finally Fremont secured the resignations and released the money. Stone became a zealous supporter of Fremont, and an enemy of Hallett. In the spring of 1864 Fremont organized a board of directors which elected him as president, and asserted that it was the legal management of the U. P., E. D. The group was unable to dislodge

60. Ibid.; Thomas Ewing, Jr., to Thomas Ewing, Sr., Kansas City, November 20, 1863, "EFP," LC.
61. N. Y. supreme court, Fremont vs. Hallett et al. The directors of the U. P., E. D. at this time were Fremont, Hallett, Stone, Isaacs, McDowell, S. A. Stinson, R. P. Wilson, Amos Rees, and Samuel Denman. All except Fremont, Hallett, and Denman had previously been directors of the L. P. & W., and the latter was the uncle of Thomas Ewing, Jr., and served as his agent while he was in the army.
62. Thomas Ewing, Jr., to Thomas Ewing, Sr., Kansas City, January 4, 1864, "EFP," LC.
the resourceful Hallett, although it did eventually win a lucrative settlement in a lawsuit against his heirs.\textsuperscript{63}

In order to solidify his financial control over the U. P., E. D. Hallett had to cope with some problems presented by the financial manipulations of the L. P. & W.'s executive committee. He tried to buy up all outstanding stock, encouraging outsiders to give up this stock by placing heavy assessments upon it. Hallett worked toward the completion of the first segment of his railroad with singleminded determination, in the process ignoring the claims and protests of local communities. At one time, he even attempted to bypass Lawrence and Topeka. He stalled Ewing and the other promoters on payments due them, eventually substituting land grant bonds and personal notes for the cash he had promised. By refusing to immediately settle the claims of the many lobbyists who had contributed to the procurement of the company's endowment of land and government bonds, Hallett was able to concentrate his resources and attention upon his primary task of railroad building.\textsuperscript{64}

Hallett's course of action increased the number of his enemies. Throughout the 1860's Fremont, the Ross and Steele Construction Company, disenchanted town boosters, and lobbyists constituted a loose coalition in opposition to the railroad. In February, 1864, Hallett negotiated a financial reorganization in which John D. Perry, a St. Louis financier, obtained a strong interest in the company. Hallett's enemies denounced the move, charging that it was done without the consent of a majority of the company's stockholders. This was true, but the majority had not paid their assessments and therefore were ineligible to vote, which was precisely what Hallett had planned. In April, 1864, when Hallett's group held a stockholders' meeting in Leavenworth in order to elect directors, Fremont's group countered with its own meeting. This state of affairs led to demands for a congressional investigation to determine who really was supposed to manage the company, damaged the company's prestige, and resulted in a bewildering number of complicated lawsuits.\textsuperscript{65}

Samuel Hallett did not live to see either the completion of his railroad or much of the chaos resulting from the lawsuits. On July 1, 1864, he sent out to influential persons from all over the

\textsuperscript{63} Philemon Ewing to Thomas Ewing, Sr., New York, January 17, 1864, "EFP," LC; Farley, "Hallett," p. 8.

\textsuperscript{64} Glah, \textit{Kansas City and the Railroads}, p. 112; Richardson and Farley, \textit{Usher}, p. 57; Farley, "Hallett," p. 8.

\textsuperscript{65} New York supreme court, Saunders W. Johnston vs. the Kansas Pacific Railroad Company, August 22, 1869, "EFP," LC.
country invitations to the opening ceremonies of the first 40-mile section which were scheduled for August 18, 1864. On July 27, 1864, the 36-year-old Samuel Hallett was shot to death by Orlando Talcott, a former employee who had sent the government a report asserting that the line was poorly constructed and should not be eligible for government aid. Talcott, who was then beaten up on Hallet’s orders, retaliated by shooting him. After Hallett’s death, control of the U. P., E. D. eventually passed into the hands of John D. Perry who renamed the line the Kansas Pacific and completed it to Denver.

Thomas Ewing, Jr., was never connected with the management of the company after he sold his interest, although after the Civil War he was frequently associated with the company in his capacity as an attorney-lobbyist. He could take satisfaction in knowing, however, that he and his fellow promoters had responded very effectively to the challenge of transforming an obscure railroad company—without assets, and apparently without a future—into a major enterprise. Although he was instrumental in giving life to what became the Kansas Pacific, Ewing did not become nearly as rich as he hoped from the effort. He received about $50,000 cash or its equivalent for the sale of his interest to Fremont and Hallett. For his efforts in securing the Indian treaties, he also received the opportunity to purchase, and eventually did patent, 6,300 acres of choice Delaware lands and 8,720 choice acres from the Pottawatomies at the government appraised price of $1.28 an acre, which was far below the lands’ true value. Unfortunately for Ewing he had to wait for most if not all of his payment for his L. P. & W. interest, and he had to patent his lands before selling or using them as collateral. Therefore he was still in a precarious financial position during and immediately after the Civil War. In the war he served the Northern cause with distinction as a military officer, winning in the process a measure of fame for himself, but largely neglecting his business affairs. Thus he emerged from the war with a reputation that might have aided his political career in Kansas, but with his financial position so weak that he decided to abandon the opportunity. He moved to Washington, D. C., where he resumed his career as a lobbyist and promoter.

67. Thomas Ewing, Jr., to J. P. Devereux, Washington, July 15, 1866, “EFP,” LC.
APPENDIX

STOCK DISTRIBUTED BY THE L. P. & W.
(See Footnote 46.)

R. McBratney, 2,000 shares, $13,000. "Supposed to be for S. C. Pomeroy."
W. W. Gaylord, 2,000 shares, $100,000. "Supposed to be for S. C. Pomeroy. Think you understand this, gentlemen."

E. W. Chase, Chaseville, N. Y., 1,000 shares, $50,000. "But little service rendered, mostly blackmail."

Henry Bennett, Elmira, N. Y., 20,000 shares, $1,000,000. Supposed to be for H. Bennett, J. P. Usher, Caleb Smith, and R. W. Thompson. "Usher and Bennett right. Let Smith and Thompson 'slide.'"

G. W. Weston, Washington, 200 shares, $10,000. "Services rendered."

Henry Bennett, Elmira, N. Y., two issues, one of 200 shares and one of 2,300, aggregating $1,125,000. "Right."

Margall, 600 shares, $30,000. "Know nothing about it."

J. M. Shackelford, Kentucky, 300 shares, $15,000. "Right."

C. W. Chase, Chaseville, N. Y., 800 shares, $40,000. (See note above.)

S. Reynolds, 400 shares, $20,000. "Right," 200 shares, $10,000; supposed to be for C. Mitchell, of Indiana.

Hon. T. L. Price, Missouri, 500 shares, $25,000. "Right."

J. F. Cowan, 3,900 shares, $195,000. "Supposed to be for T. Stevens. See note."
(The note reads: "if any of this stock, or land, or money furnished this man is really for Mr. Thaddeus Stevens, that part ought to be respected. This man Cowan still retains in his hands several certificates which have been liquidated.")

R. W. Latham, 100 shares, $5,000. "Right."

Bridges, 100 shares, $5,000. "Know nothing about him."

Mrs. Wallis, of New York Herald, 400 shares, $20,000. "Right."

Thurington, 100 shares, $5,000. "Do not know."

J. M. Winshell, 100 shares, $5,000. "Right."

N. H. Marston, 400 shares, $20,000; Lathrop, 200 shares, $25,000; King, 300 shares, $15,000; Brown, Simpson, Kansas $13,000. "Blackmail."

R. S. Stevens, Kansas, 330 shares, $16,500. (No remarks.)

General J. Cooker, 80 shares, $4,000. "Right."

S. W. Johnson, Kansas, 400 shares, $20,000. "Right."

B. F. Camp, New York City, and others, $20,000. "Cut Camp to the red."

"Supposed to be for Carlisle, of Virginia."

J. P. Usher, 10,000, $500,000.

C. Babcock, Kansas, 1,400 shares, $70,000. "Supposed to be for Wilkinson. Act in reference to the future."

J. F. Cowan, Pennsylvannia, 200 shares, $100,000. "Supposed to be for T. Stevens and others." (See note on him.)

F. P. Stanton, Kansas, 100 shares, $15,000. "No obligation for the past—look to the future."

Cheever, Washington, D. C., 500 shares, $25,000. "Supposed to be for Simons of Rhode Island. The services contemplated were not rendered in full." See Judge Thomas Ewing, Jr.
R. W. Latham, 300 shares, $15,000. "Supposed to be for Simmons, of Rhode Island. See note on Cheever."
H. F. Bennett, California, 100 shares, $5,000. "Right."
Whitley, New York Herald, 100 shares, $5,000. "Right."
Martin, California, 400 shares, $20,000. "Do not know."
Franchatt, New York, 2,000 shares, $100,000. "Right."
J. N. Cutts, 100 shares, $5,000. "No service."
Hon. J. S. Rollins, Missouri, 500 shares, $25,000. "Right."
Ross, Fletcher, Holliday, and Stinson, Kansas, 2,400 shares, $120,000. "Hold over them in terror."
Fielding Johnson, 100 shares, $5,000. "Right."
C. Adams, 200 shares, $10,000. "General Lane’s son-in-law. Right."
W. W. Bachus, Leavenworth, 50 shares, $2,500. "Right."
General J. H. Lane, 9,400 shares, $470,000. "Right."
J. Moran, Missouri, 400 shares, $20,000. "No service."
Josiah Miller, Kansas, 100 shares, $5,000. "Right."
Chester Howard, 100 issued, $5,000. "General Lane’s friend. Right."