
LIVE ELK FROM THE NATIONAL BISON RANGE

LETTER FROM THE SECRETARY OF AGRICULTURE IN RESPONSE
TO SENATE RESOLUTION 184 OF MARCH 31, 1926, RELATIVE
TO RECENT SHIPMENT OF LIVE ELK FROM THE NATIONAL
BISON RANGE IN MONTANA TO THE STATE OF MASSACHUSETTS

APRIL 5 (calendar day, APRIL 14), 1926.—Ordered to lie on the table and be
printed

DEPARTMENT OF AGRICULTURE,
Washington, April 13, 1926.

THE PRESIDENT OF THE UNITED STATES SENATE.

SIR: In response to Senate Resolution 184, relative to the recent shipment of live elk from the National Bison Range, in Montana, to the State of Massachusetts, passed on the 31st of March, 1926, the following information is submitted:

The National Bison Range, near Moiese, Mont., was established by a provision in an act of Congress signed by President Roosevelt on May 23, 1908. (35 Stat. 251, 267.) This reservation was made for the purpose of maintaining a herd of buffalo in order to perpetuate this species of big game animal which at that time was threatened with extinction.

The American Bison Society, organized for the purpose of arousing public interest in such measures as might be necessary to prevent the extermination of the species, suggested the creation of this reservation and presented to the Government a nucleus herd of buffalo. This band consisted of 37 animals, 34 purchased by the bison society with funds amounting to approximately \$10,000 which had been raised by public subscription; and 3 donated, two by the Conrad estate from which the other buffalo were purchased, and one by Mr. Charles Goodnight, of Texas. Three buffalo from the Blue Mountain Forest Association of New Hampshire were also donated to the Government, making a total of 40 animals in the initial herd placed on the bison range. This reservation was fenced in 1909 and the buffalo were placed on it in October of that year.

Seven elk were taken to the range from Jackson Hole, Wyo., in 1911, and 14 others were brought from the same place in 1912-13. In 1916 the elk herd was increased by the transfer of 26 animals from Yellowstone Park. Small numbers of deer, antelope, and mountain sheep have also been placed on the bison range. These latter animals, however, are few in number and do not seriously compete with the buffalo.

The larger animals increased in numbers very rapidly, and in 1923 there were 549 buffalo and 400 elk on the range. It was apparent that the reservation was being overgrazed and that serious injury was being done to the pasture. In order to prevent this injury from becoming progressively greater each year and ultimately destroying the range, it was apparent that the number of animals must be reduced. Some of the buffalo were then disposed of and others have been either sold alive or killed for market each succeeding year.

However, since the range had been established primarily for the buffalo, the advisability of removing as many of the elk as possible was realized. Consequently, in the fall of 1923, after having placed the facts before the Montana Fish and Game Commission and the plan having met with its approval, a number of elk were killed and their meat placed on sale.

This led to a protest by the sportsmen of Montana, many of whom thought that the elk should be used for restocking purposes in that State. As a result of this protest, no more animals were killed at that time and the department offered all the elk on the refuge to the State of Montana to be placed on reservations within the State, provided Montana was willing to construct the fences and corrals, without which the animals could not be captured.

This proposal was carefully considered not only by the Montana Fish and Game Commission but also by the sportsmen throughout the State to whom the matter was submitted by the commission. The State, however, did not desire to bear the expense involved, and in June, 1925, notified the department that no objection would be made to the disposal of the elk either by sale for restocking or propagation purposes or by slaughter of the animals for the market, and issued a State game-farm license to the Bureau of Biological Survey of this department.

In the meantime the department had gone even further in its desire to meet the wishes of the sportsmen that these elk be used for propagating purposes on suitable reservations within Montana and other States. An item was included in the department's estimates for the fiscal year 1926 to cover the cost of constructing the necessary fences and corrals for the capture and shipment of the animals. However, the funds requested were not appropriated by Congress.

These efforts having failed, it was necessary to devise some feasible method of disposing of the surplus stock, and an attempt was made to find a purchaser. The only offer received for the purchase of any large number of these animals was made by Mr. Percy R. Jones, now president of the Elk Breeding and Grazing Association, the owner of a game farm in Middleboro, Mass., who desired to buy the entire herd. He hoped to develop a market for elk meat which would take care of all the surplus bulls, and stated to employees of the Biological Survey that he expected to sell many of the animals alive to public and private parks and reservations in the East.

The only alternative seemed to be the slaughter of the herd on the bison range in the face of probable failure of the market to absorb such a large quantity of elk meat. It was not practicable to turn the animals loose outside the reservation on account of the serious damage these large animals would do to the numerous ranches in the vicinity.

Under the circumstances it was decided best to accept the offer made by Mr. Jones, as this would insure saving some of the elk for propagation. The market for live animals in the East at present seems to be even better than was anticipated, according to the following telegram received by the department from Mr. Jones, under date of March 20, 1926. It will be noted that he does not intend to slaughter any of these animals, except a few surplus males.

Have had herd of elk on range for about two years and have only killed one, which was for home use. No elk from National Bison Range, State of Montana, will be slaughtered for market, except may be a few surplus males. Rest of herd will be kept for breeding stock. Have on hand more inquiries and orders for live elk than we can furnish in next five years. One man in Pennsylvania has an order for about 600 head. Have orders for live elk which run into thousands. Will take data and proof with me, and address Livingston Lodge of Elks if necessary; or will come down to Washington and make plans with you for same. Livingston Lodge of Elks have been misinformed, otherwise there would be no trouble.

A copy of the contract covering the sale of these elk is inclosed herewith, in response to the request of the Senate. This contract, dated August 27, 1925, provides in substance that the Government shall sell to Mr. Percy R. Jones, the purchaser, all the elk on the National Bison Range, with the exception of possibly 30, the purchaser to pay the sum of \$30 per head for elk 1 year old or older and \$25 per head for fawns, when loaded on the truck. The purchaser also agrees to construct, according to Government specifications, the necessary pens, corrals, and fences, and to bear all the expense incident to capturing and placing the animals on board the cars at Moiese, including feeding, driving, hauling, and handling, and the purchase of an automobile truck and wagon. The Government agrees to furnish a limited amount of material already on hand for the construction of the fences and corrals. Most of this material, however, is to be supplied by the purchaser.

It is agreed that as many as practicable of the elk shall be captured during the fall and winter of 1925-26 and the early winter of 1926-27, and that all elk to be taken under the agreement shall be captured and removed on or before May 1, 1927. It is also agreed that at the termination of the contract all fencing and other improvements constructed by the purchaser shall become the property of the United States. The contract also contains a provision to the effect that if it is impossible to capture all the elk included in the contract the purchaser shall have the right, under the supervision of the warden in charge, to kill the remaining animals on the refuge—with the exception of about 30 to be reserved—and to dispose of their carcasses, these to be paid for at the same rate as for live animals.

Acting under the terms of this contract, Mr. Jones has constructed fences, traps, and corrals at a cost to him of \$10,117.35, and has expended \$904.75 in the construction of two roads within the bison range. The total expense to the purchaser, including capturing and loading the elk already shipped, was \$17,319.19. The Government received in payment \$11,305 for 316 adults, at \$30 each and 73 calves, at \$25 each. Twenty-one elk died before reaching their destination because of old age, poor condition, ticks, and internal

injuries, and nine others after their arrival from similar causes, according to the following telegram received from Mr. Jones under date of April 5:

Wasn't home to get your wire until this morning. I lost eight elk before leaving Dixon, Mont., from old age, poor condition, ticks, and internal injuries. Lost another 13 on trip before they reached home range from same causes. We also have lost 9 from ticks and internal injuries received en route since their arrival here and expect to lose one or two more calves from ticks before green grass gets under headway. Have 358 live elk from Montana shipment left on home range to-day. All but calves are doing exceptionally well. Calves have a great number of ticks. Wire back if you wish me down there with you.

It is the present plan of the department to dispose of the remainder of the elk from the bison range, estimated to be from 200 to 300 animals, in accordance with the terms of the contract, which provides for reserving approximately 30 animals to meet possible local demands for live elk. Eventually it is proposed to eliminate all the elk from this reservation and to maintain it primarily for buffalo, with a few deer, antelope, and mountain sheep, which do not seriously compete with them.

It is anticipated that before long, with the natural increase of the buffalo herds, the capacity of the bison range will again be reached and it will be necessary each year to dispose of the surplus. Some of the surplus should be used to supply the demands for new herds and the rest may be sold for meat. The bison society, donor of the original stock, understands the necessity of eliminating the surplus buffalo and fully approves this procedure.

Respectfully,

W. M. JARDINE, *Secretary.*

UNITED STATES DEPARTMENT OF AGRICULTURE

AGREEMENT FOR THE SALE OF ELK ON THE NATIONAL BISON RANGE, MONTANA

This agreement made this 27th day of August, 1925, between the United States of America, by the Acting Secretary of Agriculture for and on behalf of the United States of America, party of the first part, and Percy R. Jones, Middleboro, Mass., party of the second part, witnesseth:

1. The party of the first part agrees to sell to the party of the second part and the party of the second part agrees to buy of the party of the first part all of the elk with the exception of approximately thirty (30) on the National Bison Range in the State of Montana, and the party of the second part agrees to pay to the party of the first part the sum of thirty dollars (\$30) per head for all elk 1 year old or older, and twenty-five dollars (\$25) per head for fawns when loaded on the truck at the range.

2. It is mutually agreed that the party of the second part shall not be required to pay for any elk killed or seriously injured during the capturing of the animals and up to the time they are loaded on the truck or other conveyance used in transporting them to the station, but animals injured or killed after being loaded on the truck or other conveyance shall be paid for by the party of the second part at the same prices to be paid for uninjured animals.

3. The party of the first part agrees that during the life of this contract it will not sell any elk from the National Bison Range except elk which may be injured or killed during the capture of the animals covered by this agreement and such elk as may be rejected by the party of the second part, but animals so rejected shall not exceed 2 per cent of all animals corralled.

4. In consideration of the sale of the said elk by the party of the first part to the party of the second part, the party of the second part agrees to pay all the expenses incurred in capturing the animals and placing them on board the cars at Moiese, including feeding, driving, hauling, and handling the elk.

5. The party of the second part also agrees at his own expense to furnish all lumber, posts, wire, shovels, tools, and other materials and equipment, including one $1\frac{1}{4}$ ton 1926 model Reo automobile truck and one wagon, necessary for the construction of pens, corrals, and fences as shown on a map which is hereto attached and made to form a part of this contract, and at his own expense to construct said pens, corrals, and fences as follows:

(a) The buffalo feeding pen marked "A" on map to be raised 3 feet by erection of a strip of 3 feet 9 or $9\frac{1}{2}$ gauge galvanized woven wire.

(b) A lane from buffalo pen A to lower Pauline corral C, a distance of about 4,475 feet.

(c) Lower Pauline corral C to be surrounded by a fence about 4,020 feet in length.

(d) Upper Pauline corral (D) surrounded by a fence about 5,250 feet in length.

(e) A lane (E) to Red Man's Ridge, a distance of about 2,860 feet, with fence on each side.

(f) A ridge pen (F) surrounded by a fence about 1,430 feet in length.

(g) The Elk Creek wing (G) fence about 3,800 feet in length.

(h) Red Man's Ridge wing (H) fence about 2,050 feet in length.

6. It is further mutually agreed that approximately 2.9 miles of the fencing shall be $9\frac{1}{2}$ feet high, for which 13-foot posts shall be used and shall be set 3 feet in the ground, and approximately 2.5 miles of the fencing shall be $7\frac{1}{2}$ feet high, for which 10-foot posts shall be used, set $2\frac{1}{2}$ feet in the ground, as designated on the ground by the warden in charge.

7. It is further mutually agreed that all posts shall be straight, sound, and seasoned western red cedar or juniper not less than 22-inch top circumference, and shall be given an open-tank creosote treatment to not less than 6 inches above the ground line, remaining not less than three hours in the hot bath and three hours' time in the cold bath.

The wire to be used on the $7\frac{1}{2}$ -foot fence shall consist of one strip of 55-inch galvanized woven-wire fencing, 11 line wires, stays 12 inches apart, all wires to be 9 or $9\frac{1}{2}$ B. W. G. placed 10 inches above the ground with three equally spaced strands of twisted 12-gauge galvanized barbed wire beneath, and three strands of twisted 12-gauge galvanized barbless wire placed 5 inches apart above, with a fourth strand of such galvanized barbless wire placed 9 inches above this third wire; or galvanized wire as above placed at the ground line with 42-inch galvanized woven wire 7 by 12 inches mesh, No. $9\frac{1}{2}$ gauge, above lapped 7 inches on 55-inch wire.

Barbed and barbless wire where used will be tied together with wire and to the woven wire once to three times between posts.

Wire on the 9½-foot fence will be two strips of similar 55-inch woven wire, the first strip placed 10 inches above ground with three strands of twisted 12-gauge galvanized barbed wire equally spaced beneath. The upper strip will lap the lower strip to the second line wire and be tied between posts to both line wires of this lap, and tied to the barbed wires beneath and the barbless wire above, as with the 7½-foot fence. One strand of twisted 12-gauge galvanized barbless wire will be placed 3 inches above the top line wire, and if any elk jump this fence one strand of twisted 12-gauge galvanized barbless wire will be placed 8 inches above the top line wire of woven wire, or by inverting lower strand and lapping wires 3-inch top barbless wire may be omitted.

Cedar posts will be set on average of 12 feet apart, lined true with the inside of line posts and outside of corner and brace posts to receive the wires. All posts to be firmly tamped. Corner posts will be heavy round posts set not less than 3½ feet in the ground. The first brace posts will be set 8 feet from corner posts and second brace posts 18 feet from corner posts. Horizontal round braces with not less than 5-inch top diameter will be notched into and spiked between corner and first brace posts at two-thirds the height of the corner post above ground and angle braces of the same specifications shall go from 1 foot above the first brace to 6 inches above ground on second brace posts. Top and bottom of corner and brace posts to be tied together with crossed brace wires of four strands No. 8 galvanized smooth wire twisted in place. Spacing of ordinary line posts may be varied not to exceed 2 feet and spacing may be reduced to 8 feet at points of especial strain.

All wire splices will be closely wrapped, not less than five turns of each wire, and all wires will be stretched very tight and uniform and stapled, using 1¾-inch galvanized wire staples, with one staple to each post on line wires and two on top and bottom woven-wire strands and all barbless wires.

Gates will be of same height as fence in which they are placed, and strongly constructed of 2 by 8 inch material, hinged through the post to swing freely and all opening inside. Gateposts will correspond in size and depth to corner posts, and such gates will be placed at all strategic points for capturing or controlling animals, to be designated on the ground by the wardens.

All corner posts, gateposts, and posts set where angle formed by wire exerts a pulling strain on posts will be anchored with two creosote-treated anchors.

8. The party of the second part agrees that he will be personally present at the bison range to attend to the purchase and receipt of lumber, wire, and other materials, and, in so far as possible, to give his personal attention to the construction of the fences and other work, and shall promptly pay all indebtedness incurred therefor, but in case he finds it necessary to be absent from the range during any part of the construction period and unable to be present to pay indebtedness incurred during his absence he agrees to deposit from time to time with the First National Bank of Missoula, Mont., sufficient money to pay all bills that may be presented on account

of the purchase of materials or the construction of the fences and corrals, and to arrange with said bank that such bills shall be promptly paid by it on vouchers approved by the warden in charge of the range.

9. The party of the first part agrees that during the construction of the fences and corrals and the capturing of the elk the warden in charge of the range and his assistants shall devote as much time as may be possible, consistent with the discharge of their other duties at the range, in assisting the party of the second part in building fences and corrals and in capturing the animals.

10. The party of the first part, at its own expense, agrees to furnish for use in the construction of the fences and corrals approximately 600 posts, 1,000 rods of woven wire, and creosote now on the range and which was originally purchased for the construction of fences and corrals thereon, and also to furnish for the use of the party of the second part in the construction of said fences and corrals material ordered by the Bureau of Biological Survey, but not yet delivered at the range, which consists of about three hundred and twenty 13-foot posts, one hundred 10-foot posts, and 10 brace timbers.

11. It is mutually agreed that the exact location of all fences shall be determined and staked out on the ground by the warden in charge of the National Bison Range, who also will designate which parts of the fences are to be of 9½-foot construction and which parts may be of 7½-foot construction; and said warden in charge shall have authority to locate camps on the range and shall have general supervision and direction of all operations covering the building of fences and the capture and handling of the elk; all fences to be constructed in a good workmanlike manner acceptable to the warden in charge, and no green trees shall be cut or clearings made except with approval of the said warden.

12. The party of the second part agrees, immediately after the completion of the corrals and wings, to proceed expeditiously to capture as many as practicable of the elk and remove them from the range during the fall and winter of 1925-26 and early winter of 1927 with the least possible delay, and all elk purchased under this agreement shall be captured and removed from the range on or before May 1, 1927.

13. It is mutually agreed that in case the party of the second part is unable to capture all the elk on the range, other than the thirty (30) elk reserved by the party of the first part, prior to ninety (90) days before the expiration of this agreement, the party of the second part shall have the right, under the direct supervision of the warden in charge of the range, to kill the remaining animals and to dispose of the carcasses, which shall be paid for at the range at the same prices to be paid for live animals.

14. It is mutually agreed that upon the termination of this agreement all fencing and other improvements constructed by the party of the second part shall become the property of the party of the first part.

15. It is mutually agreed that this agreement shall not be assigned in whole or in part without the written consent of the party of the first part; that no Member or Delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to

any share or part of this agreement or to any benefit to arise thereupon; and that no convict labor shall be employed in carrying out the terms of this agreement, in accordance with Executive order signed May 18, 1905.

16. It is agreed that the party of the second part within fifteen (15) days from the date of this contract shall deposit in the First National Bank, Missoula, Mont., the sum of five thousand dollars (\$5,000) for use in the purchase of posts, wire, and other material and equipment necessary in the building of the corrals and fences, and the party of the second part shall make satisfactory arrangements with said bank to disburse said money on proper vouchers or bills presented, approved by the warden in charge of the range; and in case of the failure of the party of the second part to deposit said money as above stated, the party of the first part may at its option terminate this agreement, which thereupon shall become null and void.

17. In witness whereof the parties hereto have executed this agreement the day, month, and year first above written.

UNITED STATES OF AMERICA,
By R. W. DUNLAP,
Secretary of Agriculture
(Party of the first part).

R. W. W.

J. P. W.

W. A. J.

PERCY R. JONES

(Party of the second part).

Witnesses:

J. P. WENCHEL.

GEO. A. LAWYER.

