

The Bardine assignment

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Justly due him from the said Don Juan ... of ...
loves, mine, or ...
Dated at Cotopaxi April 18th 1833
Witness our hands and seals this 18th day of
April A.D. 1833

Ch. J. ...
Justice of the Peace

For Value Received, we hereby ...
over said Joseph Bardine, all our rights, ...
in and to the young man Luis Alvarado, ...
mutualists, and all our rights as ...
of the matter mentioned herein, as ...
Date this 18th day of April A.D. 1833.

H. S. ...	(initials)
San W. ...	(initials)
Maria ...	(initials)
Robert ...	(initials)
J. J. ...	(initials)
J. M. ...	(initials)
H. D. ...	(initials)
H. ...	(initials)
James ...	(initials)
J. ...	(initials)
A. ...	(initials)
Samuel ...	(initials)
John ...	(initials)
E. ...	(initials)
H. ...	(initials)
A. ...	(initials)
H. ...	(initials)

Acknowledgements and sources

This covers a set of documents intended to enable students of the Cotopaxi pioneers to examine the primary and secondary documents regarding the colony. They are provided with annotations, cross references and an index. In addition the "Cotopaxi Papers" include a summary of findings and a collection of quantitative material, including demographic and financial data, plus a paper on mining employment and a paper on historiography. These are identified and acknowledged as follows:

Document	Principal providers of source material
CP-1 Summary of findings	As below
CP-2 Quantitative material	Generally as below plus Adam Fagin and Leah Klocek, Denver, Colorado, on behalf of author; and Jenny Moore Lowe, Cañon City, Colorado as published at http://kehilalinks.jewishgen.org/cotopaxi/land.html ; and http://kehilalinks.jewishgen.org/cotopaxi/family-names.html
CP-3 Schwarz. 29 July 1882	Andrew Eason, at that time of Bristol, England; and Rivka Schiller, New York City, on behalf of author.
CP-4 Tuska. c5 August 1882	Professor Adam Rovner, University of Denver, Colorado, in correspondence with author.
CP-5 Saltiel. 19 October 1882	As CP-4
CP-6 Schwarz. 23 October, 1882	Moshe Shaltiel, Miami, Florida, in correspondence with author.
CP-7 Saltiel, 27 December 1882	Author
CP-8 Kohn and Wirkowski. 5 January 1883	Leah Klocek, Denver, Colorado, on behalf of author.
CP-9 Meyer Hart. 8 February 1883	As CP-6
CP-10 Henry. 15 February 1883	As CP-8
CP-11 Schwarz, 2 March 1883	As CP-8
CP-12 Nussbaum, 13 March 1883	As CP-8
CP-13 Roberts. 1941	As CP-6
CP-14 Satt. 1950	Published by Nelson Moore, Cotopaxi Colorado, at http://www.cotopaxi-colony.com/flora-jane-satt-thesis.htm
CP-15 Shpall, 1950	As CP-8
CP-16 Gulliford. 1953	As CP-6
CP-17 The Bardine Assignment	Jenny Moore Lowe, Cañon City, Colorado, in correspondence with author.
CP-18 Historiography	As above, plus Yehuda Aharon Horwitz and Stephanie Ginensky, Jerusalem, Israel.
Index to CP-3 to CP-16	Compiled by Nic Nicholas, London, England.

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Publication information on back cover.

Introduction

In the late 1870s and early 1880s, Emanuel H Saltiel was taking silver and zinc out of the Enterprise lode on the Cotopaxi plateau in Fremont County, Colorado. Recently re-emerging court records deepen our understanding of his dealings with the local store, the miners he employed, and the episode for which he is locally famous, that is the three-way complications embroiling him with the adjacent farming colony he had promoted and HEAS, the Hebrew Emigrant Aid Society, their New York sponsors. The new documents combine with material explored in my 2005 article¹, further to discredit the long-held theory that Saltiel promoted the colony as a pool of sweated labour to work his mine.

The Fremont County court-house filings

In early 2010, the records of the Fremont County courthouse in Cañon City, Colorado, contained dockets nos 10869 and 10870.² The first of these included a filing dated 17 April 1883 from sheet 230 to the top of sheet 232. This recorded a "claim lien", alternatively an affidavit or pleading of complaint, on behalf of twenty-six plaintiffs against Emanuel Saltiel, for a total of \$1,408.49 in arrears from his "Enterprising" (aka "Enterprise") mine. The plaintiffs included eight Russian Jews from the Cotopaxi Colony who claimed a total of \$342.24. The second docket began at the bottom of sheet 234. It recorded a further affidavit dated 18 April 1883 for a total of \$141.25 on behalf of two additional plaintiffs. Both pleadings referred to work performed between 1 February and 14 April 1883.

Docket 10869 also showed that immediately between these two affidavits are two filings dated 18 April 1883, which extended from the bottom of sheet 232 to the top of sheet 234. In the first filing, one of the 17 April plaintiffs, George Rummel, recapitulated his pleading before another Justice of the Peace. In the second filing, twenty-four out of the twenty-six in the first group of plaintiffs referred to the foregoing claims and assigned them "for value received" to Joseph Bardine, another of the 17 April plaintiffs, whose own claim was relatively modest, that is ten days at \$2.50 a day.³

Background to the filings

The filings occurred between 17 and 20 April 1883. This places them after a sequence of negotiations between the colonists and HEAS,⁴ and more or less in parallel with the PR campaign remembered by the journalist, Mordecai Jalomstein, in his letter to Elijah Sholman, reprinted on 25 November 1885 in the Russian-Jewish journal, *Ha-Melitz*.⁵

The record confirms late arrival of cash for the December 1882 wages of the miners of the Cotopaxi lode. On 13 February 1883, "M.H." wrote to the *Denver Tribune*, stating that on Tuesday 6 February 1883, the mine paid "about" \$800 in cash for December work to an average of six colonists earning between \$1.50 and \$2.00 per day. "M.H." may be identified as Meyer Hart, the son of the Cotopaxi storekeeper, E. S Hart. He also stated that the colonists had wages due from storekeepers and elsewhere in or around Cotopaxi, as well as unrepresented paycheques issued by the Denver and Rio Grande Railroad, confirming that Saltiel's mine was

not the only local employer failing to pay wages in cash; we explore the negotiability of rail-road pay-cheques below. Hart's remarks leave it unclear why the delay in mine wages occurred. We may surmise a shortage of currency or working capital.

For lack of evidence to the contrary, we take it that the mining payroll came through during January, with the filings conveying that arrears accumulated thereafter. Even so, it flies in the face of common sense that twenty-eight miners—some with dependents—should survive for up to 2½ months of the Colorado winter without the wherewithal for food drink or shelter, so we are bound to conclude that the means of sustenance were provided in some fashion—presumably store credit. This is confirmed by the chronicler of the Cotopaxi Colony, Satt, who dwelt upon the medium of remuneration: "...the colonists recall they received not a penny in cash for all the work done in the mines. Instead, they received vouchers for credit at the General Store owned by Saltiel and [E.S.] Hart."⁶ Satt is silent, however, about unpaid wages, telling us that for all their many grievances the colonists' descendants conveyed no complaint about arrears to her. This is so much at odds with the content on the face of the liens as to call for the explanation offered by the balance of this article.

Content and organisation of the filings

Bearing in mind my previous examination of the report given by Hart, we may take it that the \$1,408.49 of the April filings is for subsequent work.⁷ As a complication, any gross claim would have to take account of the sums expended in the General Store, operated Hart's father. We get a strong hint of the miners' own judgement of the quality of their claim, in that although they included work which would have been barely if at all in arrears, that is up to 14 April, they gave up their claim immediately. Of course a bird in the hand is always worth two in the bush, but the record establishes that the claims were filed only in order to be assigned. As we will see below, no-one would be motivated to pay more than a small percentage of the face value of the claims, so the miners' willingness to accept a substantial discount tells us that their nominal claims were largely offset by expenditures in the General Store.

Regardless of the rights and wrongs of the filings, they reveal valuable incidental information. First we should address certain complications in the affidavits of 17 and 18 April. These remind us of frontier conditions and give a clue as to the organisation of the pleadings. One G H Rummel appears in the affidavit of 17 April as both a plaintiff and as the Justice of the Peace before whom it is sworn. This must have been seen as irregular, because on 18 April he recapitulates his pleading before Judge M. S. Cxxx (surname illegible).⁸ George H Rummel appeared in the record on 13 February 1883, when he used the pages of the *Denver Tribune* to take exception to the appropriation of his name by the "Denver Relief Committee", supporting the colonists.⁹ On that occasion, he identified himself as a Justice of the Peace, but he was no hobby miner: his claim is the seventh largest at 32¾ days at the premium rate of \$2.50 a day, making a total of \$81.75. On the other hand, he wasn't working full time: no doubt he was attending to his duties at the courthouse, where the filings tell us that Fremont County had at least two such Justices. Otherwise, all we can say about him is that

he must have been literate enough to serve and acceptable to local property-owners as a political appointee. As a man familiar with the ins and outs of the Fremont County courthouse, he was qualified to serve as the filing attorney. On the other hand, Gulliford also identifies Joseph Bardine as a Judge in 1883 (CP-16, page 6, line 25). So perhaps Bardine himself served as the filing attorney, if not ruled out of order as the assignee.

Something of the kind was necessary as, Rummel and Bardine notwithstanding, in that time and place miners would rarely be given to the niceties of legal dispute and assignment. None signed for themselves, as all signatures are in the hand of the recording clerk with an adjacent annotation signifying a notary's seal. We know the Cotopaxi colonists were illiterate in English: so too the other miners? In other respects, the filings represent such a feat of organisation as to confirm that that an attorney was involved. Between 14 February 1883 (a Saturday, that is the end of the working week and presumably a payday) and Tuesday 17 February, twenty-six miners were identified; complaints of arrears—from a minimum of \$3.50 for 1¾ days to a maximum of \$124 for 62 days—were taken and calculated; fifty signatures were notarised (twenty six in the miners' capacity as plaintiffs and twenty-four in their capacity as assignors); and notary and filing fees were raised and paid. In addition, between then and Friday 20 April 1883, two further plaintiffs were identified, their signatures notarised and their notary and filing fees raised and paid. Now to examine what the filing attorney used as the basis for the complaint.

- Payslips? None would have been issued, with generally illiterate miners recording their time with marks against the tally of the company clerk, who would issue scrip or currency with similar informality.
- Diaries or domestic records? Unlikely if the miners were unlettered and/or living in the disorder of the bunk-house.
- Unexpended scrip held by the miners? Hart's letter tells us that the colonists didn't spend all the wages they received, but it is unlikely that a miner could afford to accumulate eight to ten weeks of unpaid scrip.
- Memories, refreshed by lawyers' prompts and/or any records kept by Rummel? This would conform to the customs of the day, when evidence was not required for such pleadings. The vagaries of memory would account for the irregular sums and means that we needn't attach the utmost weight to every particular of the sums stated, but we may take it that the number of weeks and the smaller totals are probably right, as most easily remembered.¹⁰

Finally, we may explore how the filing attorney motivated the plaintiffs.

- A share of the eventual settlement? Nothing comes down to us hinting at this.
- Solidarity with their fellow miners? Not impossible, given the intermittently uneasy labour climate of the times, but once again the local record betrays no hint of organised unrest by miners.
- The promise of greenbacks for scrip, or of relief from obligations to the General Store? Possible, but unlikely on its own, that is without the following.

- Something upfront? As it turns out, this is it. Not so much from the filing attorney directly, as he may have been working *pro bono* (or “on the come”, that is for a share in the eventual proceeds), but the record shows that Bardine himself offered “value received” for the assignment. Then as now, the going rate would be five to ten cents in the dollar.

This takes us to the underlying meaning of the sequence of filings, to which we now turn.

Bardine and the assignment

The most striking aspect of the filings is the assignment which leads us to explore the position of Bardine. First, was he Jewish? Answer: probably not. His given name, “Joseph”, might suggest that he was, but then Biblical names were common among gentiles of the period. His family name, “Bardine”, sounds as though it might be Sephardic, but it shows up on the Internet as a proper name in Italian.¹¹ In any event, what was he up to? A couple of alternatives occur.

1. He was acting in collaboration with Attorney Kohn to put pressure on Saltiel and indirectly on HEAS. Kohn or his backers make a plausible source of funding for the assignment. This explanation would make the miners other than the colonists incidental to the exercise; they would have been happy to go along with Kohn’s gambit in return for the customary five or ten cents in the dollar as found money on top of the scrip already received and largely expended. Kohn, however, would be unwilling to pay more for claims which were ultimately secondary to the interests of his clients, and which could end up undermining their position with Saltiel, as they had been surrendered to a third party who might make his own settlement. In addition, the hypothesis is weakened to the extent that two months earlier Rummel had shown himself no friend to Kohn’s stratagems.
2. He was acting for the Saltiel as the mine-owner and/or E. S. Hart as the owner of the General Store. Assignments of this kind were not uncommon in labour disputes of the period.¹² This may seem paradoxical, but it makes sense as buying out a messy labour grievance and the complications of reconciling twenty-eight disputed and/or ill-documented accounts with the General Store, which would want to redeem the scrip it had taken. So too would others on the Cotopaxi plateau to whom the scrip had circulated. Miners, moreover, were not to be treated lightly: they were tough hombres, carrying axes and familiar with explosives. Such an initiative would also provide a plausible explanation of Bardine’s funding: he would get (e.g.) ten cents in the dollar and pass on five. It also makes more sense of Rummel’s position. Finally, Saltiel and/or Hart would also be best placed to know the position at the General Store and price the assignment accurately. Once again, this would make the colonists themselves incidental to the purpose of the filings, though eventually it might serve Saltiel’s purposes in weakening claims against him ahead of the three-way settlement with HEAS four months later in August 1883 (paid in October).

On balance the second looks by far the most likely, as best answering "*cui bono?*" and representing a device which served to crystallise and discharge the commitments of Saltiel and/or Hart and possibly the operation of the mine itself.

Bearing of the filings upon other sources

The second filing, the Bardine assignment, combines with the absence of grievances about late payment of wages from Satt's sources to vitiate the complaints of the first filings, the miners' liens. In consequence, the content on the face of the initial pleadings may safely be disregarded: they provide no evidence of arrears in any normal sense.

The filings also enable us to use circumstantial detail from a contemporaneous source to re-examine the hypothesis that Saltiel knowingly engineered the colony's failure in order to create a pool of sweated labour for his mine. For the first time we have numbers, identities, earnings and days worked for the colonist-miners, a degree of detail combining with the other two primary sources, Schwarz' report to HEAS¹³ and Hart's letter to provide a rich source of information.

The liens confirm Satt's observation that the Enterprise lode paid ungenerously. The plaintiffs claimed for rates ranging from \$1.50 to £2.50 a day, by comparison with the \$3.50 available from richer lodes to the south. On the other hand, we learn that Satt's sources erred in reporting that colonists working in the mine were restricted to \$1.50 for a day shift. This was the rate for the six colonists recorded in the liens, who worked as "muckers" or labourers, with two other colonists working as semi-skilled miners, earning \$2 a day. The filings contradict Satt's sources who reported that colonists earned "\$2.50 for the night shift"¹⁴; other miners did earn this premium rate, presumably because they were more skilled.¹⁵

We now have a better sense of the nuances of scrip. In my earlier article, I drew attention to the way in which vouchers from the mine—always unattractive—would become doubly so if the General Store was recognising them only after a haircut, that is deductions for debts accumulated before store credit got stopped in November.¹⁶ The affidavits cast a new light on this. Three of those taking the mine's scrip had family responsibilities, their commitment demonstrated with three out of the four most extensive shifts.¹⁷ This tells us that even after a haircut to discharge the arrears attaching to past support for dependents, family men thought the vouchers worth taking.¹⁸ They did so despite alternative work elsewhere in Cotopaxi and on the railroad, which by Schwarz' account offered employment to any colonist wanting it.

This is explained by reinterpreting the remarks in Hart's letter that some railroad paycheques went un-presented. Originally I took this to convey that colonists preferred to hang on to their cheques than accept the haircut. We now learn that colonists who would have qualified for a haircut were choosing mining employment remunerated in scrip over railroad employment remunerated in cheques. This suggests that the

latter attracted a heavier discount at the store, on top of any applicable haircut. We also know that after a month, the colonists walked off the job in Salida in protest at the pay scale offered by the railroad.

We now know the identity of the colonist-miners. They include the two unfortunates missing out on cows, calves and cabins; where ages are known they are youngsters. The affidavits enable us to establish the proportion of colonists working in the mine. By Satt's account almost all were obliged to do so till they found other work. The pleadings correct this. One third of Schwartz' total of twenty-three working colonists filed for arrears. Excluding the couple who worked for a week or less, this includes three who worked for between six and seven weeks and three who worked for between four and five weeks, consistent with the earlier report from "M H." of an average of six miners in the period prior to December, that is just over a quarter of the colonists' workforce.

This reinforces our hesitance in going along with the earlier version of the sequence of events, underpinning the "sweated labour" theory, which Satt expressed as follows.

1. Potato crop fails and credit stopped.
2. Settlers obliged to work in Saltiel's mine.
3. Settlers discover alternative work at the Denver and Rio Grande Railroad and work there instead.

The affidavits combine with the other contemporaneous sources to correct this. Schwarz' report to HEAS was dated 23 October 1882. It made no bones that colonists had already been working simultaneously in the mine and on the railroad. In his report Schwarz was optimistic about the potato harvest, so we know it had not yet failed.¹⁹ Although he dwelt upon finances, he wrote nothing to convey that the colonists had been cut off from store credit. So we know that some colonists were working in the mine with others on the railroad before the events which Satt said forced them underground and more than six months before the filings. This pattern of conduct is confirmed by Hart's letter, which inadvertently conveys that the February payment encompassed several months' arrears up to the end of December.²⁰ All in all, we learn that a quarter or so of the colonists were mining from before Schwartz' report, (that is before the crop failure and credit stop) and that they carried on doing so into the period of the pleadings.

Finally, we are in a better position to discern the attitude of the colonists to mining itself, as demonstrated by their conduct over a couple of winters. By Satt's account mining for Saltiel had been a desperate expedient, to be abandoned as soon as possible. But her sources contradict this view once the narrative turns to the following winter. At that point, her sources recall that some colonists continued to decline railroad work, instead choosing to take employment at mines outside Cotopaxi.²¹ We can dismiss the explanation that they were simply after the better pay in neighbouring lodes, as they declined it the previous winter. We now know that they had fallen out with the railroad: those concerned has their own reasons for preferring mining but the Cotopaxi lode was no longer open to them.

Conclusion

As to the circumstances of mining in Cotopaxi, the affidavits confirm Satt's observation that the Enterprise lode paid poorly by comparison with richer seams elsewhere. By April 1883, it may have been on its last legs for some time. An assignment winding up outstanding obligations is evidence that the mine itself was being wound up. Certainly Satt's account of the Cotopaxi colony fails to refer to the Enterprise workings thereafter. More generally, the filings draw our attention to a now-forgotten device which in that era served when proprietors needed to wind up obligations on the closure of a transitory enterprise, then as now characteristic of the West.

As to the history of the Cotopaxi colony, the pleadings combine with Hart's letter and Schwartz' report as a third independent and contemporaneous source to correct Satt's thesis that it was engineered by Saltiel to bring in a pool of labour. This is because first, they challenge the sequence of events necessary for her account to hold water; second, they show that during the first winter, only a quarter of the colony's workforce took up a pick and shovel at Cotopaxi; and third, Satt herself tells us that the following winter some colonists showed so little aversion to underground employment as to decline the open offer of railroad work, instead choosing to mine elsewhere, we may take it because more local mining was no longer available.

Finally, the fact of the assignment combines with our understanding of the scrip economy in 1883 prevailing on the Cotopaxi plateau to tell us that the liens provide no evidence of delayed payment of wages, but rather of a legal device characteristic of the era, prompted by the exhaustion of the Enterprise lode.

The Bardine assignment - Notes

- 1 Rebalancing the Record - Parts I and II. Miles Saltiel. *Rocky Mountain Jewish Historical Notes, Fall/Winter 2005*; cited below as "Miles Saltiel".
- 2 In early 2010, this material was brought to light by Jen Moore Lowe, to whom many thanks for her resource in drawing them to the attention of modern eyes. It is published at <http://www.cotopaxi-colony.com/emanuel-saltie-sweated-laborl.htm>. This is part of a website on the Cotopaxi colony established by her brother, Nelson Moore, who lives on the Cotopaxi plateau and whose rights as the publisher of the website are hereby acknowledged.
On 9 February 2016, Jen Moore Lowe blogged that the Cañon County Courthouse had sent the original material to "the National Archives to be digitized and it had been lost."
- 3 The twenty-four excluded Bardine himself and one of the colonists, Newman (CP-2, Table 29, no 17), whose claim of \$5.25 was the smallest made by any colonist.

4	Sequence of events	Sources
Before 30 January 1882	Millstein (first name unknown) and Kropetzski (aka Korpitzki or Korpitsky) go to Denver to see George H Kohn who then visits colony to investigate conditions.	Roberts p129 RMJHN, p2
30 January 1882	Kohn and Wirkowski conclude draft of report.	RMJHN, op cit p2
5 February 1882	Kohn and Wirkowski's report sent to HEAS, covered by letter from Mr Silver of Denver.	ditto; Satt, p26
Between 30 Jan and 7 Feb 1883	Denver Jews send blankets, food medical supplies and \$500 to colonists	Satt, p26; Roberts p129 RMJHN, op cit, p2
7 February 1883	Kohn/Wirkowski report published in <i>Denver Tribune</i>	ditto p1
13 February 1883	"Denial from Cotopaxi" by "M H".	<i>Denver Tribune</i>
15 February 1883	HEAS rejects the Kohn/Wirkowski report.	RMJHN op cit, p6
Before the spring	Reporters visit colony. <i>Denver Republican</i> attacks Saltiel.	Satt, p 26
Spring 1883	Passover; colonists borrow seed and sow second crop, destroyed by late blizzard; colonists write again to HEAS	Satt, p27
2 March 1883	HEAS reply, counselling patience and fortitude.	ditto; Oswald p26.

- a. CP-13. Dorothy Roberts, "The Jewish Colony at Cotopaxi, " *Colorado Magazine*, July 1941.
 - b. CP-8. George H. Kohn and Louis Wirkowski, "Letter to HEAS, President of HEAS, " January 30, 1883; "; and CP-10. H. S. Henry, "Letter to H. Silver and George H. Kohn", 15 February 1883; both excerpts republished in *Rocky Mountain Jewish Historical Notes*, Vol 1 No 3, June 1978. Cited as CP-8 and CP-10 respectively.
 - c. CP-14. Flora Jane Satt, "The Cotopaxi Colony", unpublished M. A. thesis, University of Colorado, 1950.
 - d. CP-9. Anonymous correspondent, "Denial from Cotopaxi" signed "M H.", *The Tribune*, Denver CO; February 13th 1883, p.8, column 2; cited below as "CP-9". M.H. is Meyer Hart, the 18-year old son of Eleazer (E S) Hart, the proprietor of the general store.
 - e. E Nancy Oswald, "Hard Times: The Jewish Colony at Cotopaxi, " *Colorado Central Magazine*, No.132, February 2005, p.26; and available at: <http://www.cozine.com/archive/cc2005/01320261.html>.
- 5 S Geffen, "Annotated Documentary of Jewish Agricultural colonies as Reported in the Pages of the Russian Hebrew Press, *Ha-Melitz* and *Ha-Yom*", *American Jewish Historical Quarterly* 60 (Sept 1970-Jun 1971), 1-4. *AJHS Journal*, p.355 et seq. p.24 of 28 for letter; p.6 of 28, n7 for identification of Jalomstein.
 - 6 CP-14, page 27, line 18 to 19.
 - 7 Miles Saltiel, *op.cit*, p4.

"M.H. reports that the mine paid "about" \$800 in cash on February 6th 1883 for December work. Once again, his figures are unsatisfactory: his "about" undermines any claim to precision and his sums simply don't add up. Earnings for a twenty-six working-day December of "about \$800" would imply not "the average number...[of] six" miners at \$2 per day but rather some fifteen miners. Other sources fail to clarify this point. Satt is unspecific about the number of colonists who worked in the mine and the duration of their engagement: on the one hand she argues that the abusive conditions of employment in the mine affected most colonists; on the other she reports that "almost all" then found work on the railroad. Roberts is more circumstantial in reporting that only a fraction of the colonists found work in the mine. Thus, we have insufficient ground to challenge the "average" of six reported by M.H.

The Bardine assignment - Notes

This leaves us needing some other explanation for the outsize payroll. M.H. could simply have come up with a high figure to support his claim that the colonists had ready funds of \$1,000. It is more likely, however, that the enlargement represented arrears not just for December, but for much of the Fall. This offers some perspective on Satt's stories of scrip: no doubt it was issued as advances until cash was delivered, so that the colonists might obtain supplies from the store. In this light, M.H. inadvertently reminds us of the fallibility of Satt's sources, who reported that the mine paid the colonists only in scrip: had this been the case, no arrears would have been recognized and the February 1883 payment would have been unnecessary."

- 8 Docket 10869 recording the affidavits of 17 and 18 April and the assignment of 18 April is itself dated 19 April 1883 and names (first name or title illegible) Wilson as the recorder and (first name or title illegible) Gilligan as deputy. Docket 10870 with the third affidavit dated 18 April is itself dated 20 April 1883 and also names Wilson.
- 9 This appears immediately below the letter from "M.H." (CP-6), so I came across it only by accident. So do we learn.
- 10 I have tried to make sense of the working week by using different denominators to minimise odd fractions of a day on the basis that the miners would wish to minimise unnecessary travel. I'm not sure I've got anywhere as (1) the exercise fails if the days worked varied from week to week; and (2) I am stuck with "odd-lot" figures, no matter what. Lauterstein's $6\frac{1}{2}$ days (note 17 infra) suggests a single week, but the final half-day would be offensive to a practising Jew; perhaps this is why he stopped after his first week (if that's what it was). Otherwise I minimise the odd days with denominators of between $5\frac{3}{4}$ and $6\frac{1}{4}$ days per week, but the fractional character of the denominators themselves are so clumsy as to make it clear that we are dealing with variable working weeks.
- 11 www.google.it. Accessed 14 March 2015.
- 12 Author's correspondence with Steven Bloom, State Utility Commissioner, Portland OR, 9 April 2010. The Cotopaxi colonists were not immune to the disorder of the times. Although they never resorted to the out-and-out riots and hostage-taking which occurred at HEAS' colony in Estelleville, New Jersey (*Jewish Messenger*, 9 February 1883), they had to be pacified with a show of firearms within a few days of their arrival in Cotopaxi (CP-5, page 2, line 18 to page 3, line 2) and did not hesitate to strike for higher pay before walking off the railroad job in Salida (CP-10, page 5, lines 12 to 15; CP-11, page 5, lines 9 to 10).
- 13 CP-6. Julius Schwarz, *Report on the colony of Russian refugees at Cotopaxi, Colorado, established by the Hebrew Emigrant Aid Society of the United States, 15 State Street, New York City, 23 October 1882*; p13. Schwarz (alternatively Schwartz) served initially as the colony's clerk when he travelled out with the first arrivals in May 1882; and then as its general manager until he left in November.
- 14 CP-14, page 27, lines 16 and 17.
- 15 The filing does not state if this rate was for night working.
- 16 CP-1, page 6, fourth para; page 7, final para. CP-6, page 1, general annotation.
- 17 The sources are the filings forming the subject of the present article, plus
 - a. CP-2, tables 22, 29 to 31, and 39;
 - b. CP-6, page 7, lines 4 to 19;
 - c. CP-14, page 27, lines 14 to 19, page 19, note 35;
 - d. CP-13, page 2, line 9 to page 3 line 26;
 - e. CP-8, page 3, lines 18 to 22;
 - f. CP-9, page 2, lines 27 to 29; page 3, lines 4 and 5; lines 15 to 17.

Taking identities from CP-2, table 39; arrivals from CP-2, table 22; and filings from CP-2, tables 29 to 31, these yield (alphabetically by surname in the filings):

1. CP-2, Table 29, no 28. B. Charovsky, age 20, so too young to file under Homestead Act. Claimed \$61.12 for $40\frac{3}{4}$ days as a "mucker" or labourer earning \$1.50 a day. Satt identifies him as Hiram Shradsky, aged 19, eldest son of Sholem Shradsky. Schwarz mentions only the father as Sholem Chorovsky, a formerly rebellious character, "whose farm looks like a flower garden". Roberts writes of Motel (Max) Berl, which seems to conflate him with the following.
2. CP-2, Table 29, no 27. M. Charovsky, age 18, so too young to file under Homestead Act. Claimed \$52.50, for 35 days as a mucker. Satt and Roberts identify him as Max Berl Shradsky, age 18, son of Sholem Shradsky.
3. CP-2, Table 29, no 43. H. Dublitzky, Age 21. In the first group of arrivals but one of the last to file in "Third Division" in November. Claimed \$73.50 for $36\frac{3}{4}$ days as a semi-skilled miner earning \$2.00 a day. Schwarz identifies him as Hirsch Dublitzky. Satt and Roberts identify him as Herschel Toplitzky, age 23, the son-in-law of Sholem Shradsky.
4. CP-2, Table 29, no 51. H. Lauterstein, age 32. In the last group of arrivals in August and occupied an undocumented tract in "Third Division" from September/October. Claimed \$9.75 for $6\frac{1}{2}$ days as a mucker. Schwarz mentions him as Henry Lauterstein, a later arrival, but he is unmentioned by Satt or Roberts.

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5. CP-2, Table 29, no 6. M. Minkowsky, age 28. In the first group of arrivals and in the second group of filings in the Wet Mountain Valley in August. Claimed \$49.00 for 24½ days as a semi-skilled miner. Schwarz mentions him as "Morris Menkowsky". He also appears in correspondence between Kohn/Wirkovsky and Henry and in the "Denial from Cotopaxi" by "M H", but is unmentioned by Satt.
6. CP-2, Table 29, no 17. S. Neuman, age unknown. In the first group of arrivals. Filed abortively in June in the Wet Mountain Valley and then in the "Third Division" in November. Claimed \$ 5.25 for 3½ days as a mucker. Schwarz mentions him as a farmer. Satt and Roberts identify him as Abraham Newman, son-in-law of Sam Schneider.
7. CP-2, Table 29, no 23. E. Schames, age 25. In the first group of arrivals. Filed abortively in the Wet Mountain Valley in June and did not refile. Claimed \$54.75 for 36½ days as a mucker. The families of Michael and Isaac Shammes are mentioned by Schwarz as one of the two family-groups which didn't get cows calves or houses. Satt and Roberts identify him as Michael (Roberts writes "Michel"), aged 23 at the time, the eldest son of Isaac Shames, who had a wife and two young daughters. ("Michael" must have been Emanuel which became Michael from "Manny".)
8. CP-2, Table 29, no 67. S. Vorsitzer, age 18, so too young to file under Homestead Act. Arrived as the second group of July arrivals. Claimed \$36.37 for 24¼ days as a mucker. He is mentioned by Schwarz as Sigmund Vorsitzer, a farm labourer; and the other party not getting a cow, calf or house, and identified by Roberts and Satt as Washer.

All these identities are the subject of pen portraits in CP-1.

18 Miles Saltiel. *op cit*, p2.

"In such conditions (i. e. , where the colonists had accumulated arrears with the General Store), it is no more than businesslike to try to get defaulters back on track. The usual course is that a fraction of their cash-flow be applied to arrears. In this instance, the store would want to introduce conditions for cashing checks and/or redeeming scrip. Such a regime may have been introduced prior to 23 October 1882, on the most chilling view of Schwarz's comment to *Voskhoda's* New York correspondent, that the settlers were "willingly" using the cash they were earning to pay back debt. "

19 CP-6, page 12, line 14 and lines 28 to 30.

20 Miles Saltiel, *op cit*, p4.

21 CP-14, p30, line 18.

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