

ADDITIONAL ESTIMATES—DEFICIENCIES INTERIOR  
DEPARTMENT.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

*Additional estimates for deficiencies in that Department.*

JANUARY 14, 1852.

Referred to the Committee of Ways and Means, and ordered to be printed.

DEPARTMENT OF THE INTERIOR,  
Washington, January 12, 1852.

SIR:—I have the honor herewith to submit certain estimates of appropriations, necessary to meet deficiencies in the service of this Department for the fiscal year ending 30th of June, 1852.

I am, sir, with much respect, your obedient servant,

ALEX. H. H. STUART.

*Secretary.*

Hon. LINN BOYD,

*Speaker of the House of Representatives.*

*Estimate of appropriations required by the Department of the Interior to meet deficiencies for the fiscal year ending June 30, 1852, on account of expenditures consequent upon the late acquisition of new territory.*

For running and marking the boundary line between the United States and Mexico, according to the treaty of Guadalupe Hidalgo, (act of March 3, 1851—Statutes at Large, vol. 9, p. 614.)		\$80,000 00
For surveying eight hundred and seventy-five miles of meridian base and standard lines, meandering, and survey of irregular or river lots, &c., in California, at a rate of not exceeding fifteen dollars per mile.....	\$13,125 00	
For subdividing land in California with townships equal to nine hundred miles of survey, at a rate not exceeding fourteen dollars per mile.....	12,600 00	
For subdividing fifty townships in California into sections, at a rate not exceeding fifty dollars per mile.....	36,000 00	
For surveying private claims in California.....	7,500 00	69,225 00
For compensation of the surveyor general of Arkansas, (per act of August 8, 1846; acts 1st session 29th Congress, p. 79)..	2,000 00	
For clerks in his office, (per same act).....	6,300 00	
For surveys in the mineral region of Michigan, at a rate not exceeding six dollars per mile.....	24,780 00	
For completing the survey of the saleable lands in the Menomonee cession, and the survey of the Lake Superior region, Wisconsin, at a rate not exceeding five dollars per mile.....	20,000 00	
For the completion of the township lines, and the subdivisions of such of the townships as bear valuable pine timber, west of the fourth (4th) principal meridian, and between the third and fourth connection parallels, at a rate not exceeding five dollars per mile.....	33,000 00	86 080 00
For completing the room under the post-office of the Senate of the United States, (act of March 3, 1849).....	451 31	
For the removal of the public green-house, (act of May 15, 1850.)	2,776 41	
For grading and improving Maryland avenue from 7th street to the Potomac bridge, (act of March 3, 1851).....	3,500 00	
For annual repairs of the President's house, (act of March 3, 1851.)	1,200 00	
For the purchase of tree boxes and trees to replace, where necessary, such as may have been planted by the United States, and for repairs of pavements, &c., in front of public grounds.	1,200 00	
For the casual repairs of the Capitol, (act of March 3, 1851).....	1,500 00	
For the completion of the grading, &c., of Indiana avenue.....	3,800 00	
For completing the improvements of New Jersey avenue, north of the Capitol, (act of March 3, 1851).....	9,000 00	
For filling up and grading, &c., Franklin Square, (act of March 3, 1851).....	406 99	23,834 71
For planting and finishing the roads and walks through that portion of the public mall surrounding the Smithsonian Institute, (act of March 3, 1851, vol. 9, Statutes at Large, p. 613)	7,000 00	
To make the roads and walks, and to plant Lafayette Square, (act September 30, 1851—Session Laws, p. 166).....	3,500 00	
To make the roads and walks, and to plant Franklin Square, (act March 3, 1851—Vol. 9, Statutes at Large, p. 613).....	2,500 00	
To complete the improvements on the square south of the President's house, (act of March 3, 1851—Statutes at Large, vol. 9, p. 613).....	12,000 00	
For the improvements of the President's grounds, (act March 3, 1851—Statutes at Large, vol. 9, p. 613).....	3,000 00	28,000 00
For compensation of extra clerks, whose services in the Pension Office became necessary in the execution of the general bounty land law of September 28, 1850, at such rate of compensation as the Secretary of the Interior may direct.....		20,000 00
		<b>\$307,139 71</b>

*Special estimate of funds required for the service of the Indian Department within the present fiscal year, ending June 30, 1852.*

	Laws.	Vol.	Page.	Sect.	Objects.	Amount.	Total.
1	Statutes at Large .....	7	552	9	For payment to the American party of St. Regis Indians, (less the sum of \$1,000, appropriated by the act of 27th June, 1846, in pursuance of the stipulation contained in the supplemental article,) as a remuneration for moneys laid out by said tribe, and for services rendered by their chiefs and agents in securing the title to the Green Bay lands, and in removal to the same, agreeably to the provisions of the 9th article of the treaty with the Six Nations of New York of 15th January, 1838 .....		
	Do .....	7	561	1			
	Pamphlet copy, 1845-'46. ....		33				
2	Pamphlet copy, 1845-'46. ....		35	4	For payment to the Seneca Indians of New York, for moneys wrongfully withheld from them by an agent appointed by the Government for the management of their affairs, as per report of Thomas B. Stoddard, Esq., commissioner selected by the Secretary of War to make the requisite investigation pursuant to the direction contained in the 4th section of the act of 27th June, 1846, making appropriations for the Indian department. ....		\$4,000 00
3	.....				For payment to Presha Bedwell, (formerly Presha Foremax,) being the amount of an award by the Cherokee commissioners in her favor, which was erroneously paid by a former Cherokee agent to some one who personated the proper claimant .....		23,505 50
4	.....				For payment to Horsefly, being the amount of an award by the first board of Cherokee commissioners, (less the sum of \$6, allowed as fee to the attorney,) for an improvement belonging to Tianey, the deceased wife of Horsefly, improperly valued and paid for to Tawney, of the same town in the country east. ....		54 00
5	.....				For payment to Se-ka-wee, a Cherokee, only heir of Woo-te-ti-eh, deceased, for an improvement in Turkeytown valley, Alabama, which was improperly valued and paid for to Rachael Bright, a white woman, the said Woo-te-ti-eh, deceased, being the rightful owner. ....		166 50
6	.....				For the re-appropriation of the following sums (carried to the surplus fund per warrants numbered 12 and 13, and dated respectively 30th June, 1846, and 30th June, 1848,) under the following heads, viz :		
					“Carrying into effect Choctaw treaty,” act 11th June, 1842.....	\$95 83	
					“Carrying into effect Choctaw treaty on account of lands relinquished,” act 2d March, 1831 .....	826 26	

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SPECIAL ESTIMATE—Continued.

Laws.	Vol.	Page.	Sect.	Objects.	Amount.	Total.
6				"Payment to Pottawatomies for corn crop abandoned," act 3d March, 1839.....	\$742 50	
				"Payment to Pottawatomies for twelve log houses destroyed," act 3d March, 1839.....	600 00	\$2,264 50
7				For interest on the amounts awarded Choctaw claimants under the 14th article of the treaty of Dancing Rabbit creek of 27th September, 1830, for lands on which they resided, but which it is impossible to give them, and in lieu of the scrip that has been awarded under the act of 23d August, 1842, not deliverable east by the 3d section of said law, per act of 3d March, 1845, for the half-year ending 30th June, 1852.....		21,800 00
8				For compensation to three special agents and four interpreters for the Indian tribes of Texas, and for the purchase of presents.....		15,000 00
9				For continuing the collection and for publishing the statistics and other information authorized by the act of 3d March, 1847, and subsequent acts.....	17,000 00	
				For arrearages in the cost of the preparation of the volume of 1851....	5,300 00	
				For printing, binding, &c., 600 copies of volume 1, for distribution among new members.....	6,575 00	28,875 00
10				For this sum, to enable the department to satisfy the claims of the Creek Indians for mills stipulated to be furnished under the 5th article of the treaty of 14th February, 1833.....		4,000 00
11				For expenses of removal and subsistence of Pottawatomies of Indiana..		22,500 00
12				For expenses of removal and subsistence of Choctaws.....		50,000 00
13				For expenses of removal and subsistence of Winnebagocs.....		3,513 02
14				For this sum, to cover arrearages for and on account of contingencies of the Indian department.....		22,500 00
15				For indemnity for losses sustained by the Menomonee Indians in the delivery of goods to them as a part of their annuity in the year 1837, per 7th article of the treaty with that tribe of 18th October, 1848....		8,624 48
16				For payment of interest, at 6 per centum per annum, on the sum of \$4,000, stipulated to be paid to Baptiste Powlis and the chiefs of the		

		First Christian party of Oneidas; and also on the sum of \$2,000, stipulated to be paid to William Day and the chiefs of the Orchard party by the 13th article of the treaty of 15th January, 1838, with the Six Nations of New York, from 27th June, 1846, the date of the act making the appropriation of the principal, to the 18th day of January, 1851, when it was decided by the department that the claims should be paid.....		1,641 70
17		For payment to James Pool, for services as blacksmith, and for the use of his tools, for the Seneca tribe of Indians, from the 1st July to 8th November, 1838.....		213 33
18		For expenses of continuing negotiations with the Indian tribes of Oregon lying west of the Cascade mountains.....	12,000 00	
		For the erection of a warehouse in which to store goods designed for issue to Indians.....	5,000 00	
		For the completion of buildings for the use of the superintendent and Indian agents in Oregon.....	3,000 00	
		For clerk hire, office rent, fuel, stationery, &c., for the superintendent..	3,000 00	
		For travelling expenses of superintendent and agents on official business..	4,000 00	
				27,000 00
19		For payment to William B. Hart, assignee of contractors for the removal of Choctaw Indians from the States of Mississippi and Alabama, a balance of a claim on account of said removal, heretofore reported to be due by this office, and an appropriation for the payment of which passed the Senate of the United States at the last session of Congress.....		37,422 12
20		For liquidated balance found due the Creek Indians for losses sustained, during the last war with Great Britain, by that portion of the tribe that was friendly to and co-operated with the United States, in accordance with the promise of the Government, and pursuant to the report of the Commissioner of Indian Affairs to the Committee on Indian Affairs of the Senate of May, 1850.....		110,417 90
21		For the reappropriation of this sum, (carried to the surplus fund,) being the balance due the Ottawa and Chippewa Indians, under the 5th article of the treaty of 1836, for payment of their debts, appropriated July 2, 1836, and reappropriated March 3, 1839.....		624 22
22		For the purchase of two sections of land, reserved by the treaty with the Pottawatomes of October 20, 1832, for "Shobonier".....		1,600 00
		Total.....		386,186 36

DEPARTMENT OF THE INTERIOR, *Office Indian Affairs, November 15, 1851.*

*Explanations to Special Estimate.*

1. The time of payment of this money by the provisions of the treaty being discretionary with the President, it has been determined to pay the amount over to the Indians so soon as it is appropriated.

2. As explanatory of this item, I respectfully annex a copy of the report of the Committee on Indian Affairs of the Senate, No. 192, 1st Session, 31st Congress. Marked A.

3, 4 and 5. As expressed in the items, the several sums are required to correct errors committed by the United States Cherokee Commissioners in their awards, and by the Indian agent in his payments under those awards.

6. These amounts were carried to the surplus fund, but having ascertained that they are needed to meet objects for which they were originally made, re-appropriations are required.

The objects to which these sums are to be applied are as follows, viz:—

That for the Choctaws is to pay a balance due to "Hitch Charley" one of the captains who is entitled to receive \$50 00 a year for four years, under the provisions of the 15th article of the treaty of Dancing Rabbit Creek of 27th September, 1830.

That for the same, is to meet claims that may be ascertained to be due and unpaid for lands relinquished, under the 5th section of the 19th article of the same treaty, an application for the settlement of which has recently been made.

That for the Pottawattomies is expressed in this item.

7. The appropriation made at the last session covers the amount of interest due to the 1st of January, 1852, and in the regular estimate now submitted is embraced the amount required for the fiscal year commencing 1st July, 1852, and ending 30th June, 1853, bearing the period of interest from 1st January to 30th June, 1852, unprovided for—hence the introduction of this item in the special estimate.

8. As a temporary arrangement, appropriations have from year to year been made by Congress for keeping up agencies among the Texan Indians. It is proposed to continue the arrangement until our Indian relations in that State are placed on a more permanent basis.

9. As stated in the estimate, the sums are required for continuing the collection and for publishing the statistics and other information authorized by the act of 3d March 1847, and subsequent acts. The second item being an arrearage in the cost of the volume for 1851, and the third is to defray the expense of publishing 600 additional copies of volume No. 1, for the new members; the first being the amount needed in prosecution of the work for the ensuing calendar year as follows:

	Salary.
Salary of person charged with the work .....	\$1,800 00
Copyist .....	950 00
Stationery, room rent, postage, and drawing materials .....	450 00
Special agencies .....	400 00
Stereotyping .....	1,250 00
Paper .....	1,450 00
Presswork .....	500 00
Binding .....	1,200 00
Steel plates and illustrations .....	8,000 00
Contingencies of publication and distributing .....	1,000 00
	\$17,000 00

10. The treaty of 1833 with the Creeks stipulates for the erection of four railway mills for grinding corn. This provision of the treaty, it appears on examination, has not been carried out; for the four mills it is estimated \$4000 will be required. An appropriation therefore of that amount is asked for.

11. This sum is required to meet a balance due under a contract for the removal of Pottawattomic Indians, and to provide for the subsistence of the emigrants, numbering 639 souls, for twelve months.

12. From data in possession of the office, it is estimated that there are still east of the Mississippi 1000 Choctaws, the cost of whose removal and their subsistence for 12 months, will be

Say for removal.....	\$40,000
do subsistence.....	30 000
do contingencies.....	5 000
	<hr/>
	\$75 000
Deduct amount on hand, say.....	25 000
	<hr/>
Amount required.....	\$50 000

13. This sum is required to meet a balance due under contract for the removal of Winnebago Indians. The number removed was 672 souls, which at the contract price, \$70 per head, amounts to.....	\$47,040 00
Deduct amount paid from funds on hand applicable.....	43 526 98
	<hr/>
Leaves due.....	3,513 02

14. The management of our Indian relations in California, New Mexico, Utah and elsewhere, has called for large expenditures from the current and contingent funds of the Department, much larger, indeed, than could by any possibility have been foreseen, and the consequence has been to nearly exhaust the contingent fund, leaving only about \$6,000 to meet the wants of the service for the remainder of the present fiscal year, an amount wholly insufficient. To make good, so far as possible, the amount appropriated for current expenditures, and relieve the fund from charges for arrearages, this item has been introduced, and it is hoped that the amount will be appropriated.

15. The seventh article of the treaty of 1848 stipulates that full indemnity shall be made for any loss which the tribe may be shown to have sustained at the payment of their annuity in 1837. The amount of loss and the circumstances attending it, will be found stated in the report of J. W. Edmonds, dated September 11, 1837, and the certificate of the appraisers, enclosed therein, on the files of the House of Representatives, and in the accompanying copy of a report of the sub-agent of the tribe, marked E. In the certificate, a clerical error has been discovered of \$1,100 25, which reduces the amount of loss to that embraced in the estimate.

16. As explanatory of this item, I submit a copy of the petition of the Indians, by Mr. G. R. Herrick, their attorney, setting forth the grounds of the claim, marked B. The demand is regarded as just, and should be admitted.

17. This demand was investigated and allowed by my predecessor, but payment of it was declined for the want of funds applicable. It is, therefore, recommended that the amount asked for be placed at the disposal of the Department.

18. The Superintendent of Indian Affairs in Oregon, on the subject of these items remarks, in reference to the first, that the amount is based upon the cost of treaties already made; to the second, that the building of a storehouse seems indispensable when we take into consideration the great amount of merchandize to be furnished the Indian tribes; to the third, that the amount is only sufficient to finish the buildings already in a forward state towards completion. The other items are of obvious necessity and explain themselves.

19. For explanation of this item, see accompanying report marked C.

20. As explanatory of this item, see copy of report herewith and accompanying documents marked D, from the Commissioner of Indian Affairs to the Chairman of the Committee on Indian Affairs of the Senate, dated May 10, 1850.

21. This amount is required to meet the request of the Ottawa and Chippewa Indians, for the balance due them under the 5th article of the treaty of 1836.

22. This money is required to purchase the lands reserved to "Shobonier" from his heirs.



## A.

*The Committee on Indian Affairs respectfully submit the following report on the claim, referred to it, of the Seneca Indians, of New York, for certain moneys lost by them through one of the agents appointed by the Government for the management of their affairs :*

By the fourth section of the act of June 27, 1846, making appropriations for the Indian department, the Secretary of War was "required to ascertain what annuities or moneys have been wrongfully withholden from the said Senecas, by the late sub-agent of the United States, and so lost to them;" and, to enable him to perform this duty in a satisfactory manner, he was authorized to appoint a commissioner or commissioners to make the necessary investigation, and to collect testimony in relation to the matter; and the result was required to be reported to Congress. The sum of \$500 was at the same time appropriated to defray the expenses of such investigation. The Secretary of War appointed a commissioner accordingly, who made a careful and laborious investigation of the whole case—occupying the greater portion of an entire year—and who submitted an elaborate report of the facts ascertained by him, accompanied by the evidence he collected in relation thereto. This report and evidence were submitted by the Secretary to Congress, on the 8th of January, 1848, as a compliance, on his part, with the requirements of the law, and comprise Senate document No. 31, first session, thirtieth Congress. The investigation and report thus procured and carefully made, and submitted to Congress by a high executive officer, in fulfilment of the duty imposed upon him by the law, to ascertain the merits and extent of the claim, may, it is presumed, be safely relied on. The committee perceive no good reason to doubt the correctness of the results and conclusions arrived at by the commissioner. Before proceeding to state them, and the facts connected with them, however, it is deemed proper to give a brief view of the position held towards the Indians in question by the agent appointed for them by the United States, in order that the merits of the case, and the obligations of the Government arising out of it, may the more clearly be understood.

At an early period, when the affairs and interest of these Indians, and their relations with the Government and our citizens, were becoming more complex and important, they felt the necessity of having an agent, in whom they could confide, to attend to their interests and to manage their concerns for them. The Government obligated itself to provide them with one; who, in the sixth article of the treaty of 1794, is styled "the Superintendent appointed by the President, for the affairs of the Six Nations (New York Indians) and their Indian friends." This superintendent or agent has always had charge of, and been required by his appointment and instructions to exercise a careful supervision over all their affairs and interests, of whatever character; and being appointed by the Government, and giving bond to it for the faithful discharge of all his duties and trusts, the Indians have ever looked up to him as a safe depository of their interests, and as a person to be confidently relied on in all matters connected therewith. His connexion with, and supervision and management of their money affairs, have not been confined to those arising out of their relations with the United States, but have extended to and embraced those with the State of New York and with individuals. Hence, the annuities and moneys due to them



from that State have always been received and paid over by him; and he has, in like manner, had the control and management of pecuniary trusts and obligations existing between them and individuals. In view of these facts, there seems to be no good reason to doubt that whatever amount the Indians may have lost, through the malfeasance, or even the negligence of the Government agent, the United States are morally, if not legally bound to make good to them. Nothing short of this would be consistent with justice and good faith towards these helpless and dependant wards of the general Government.

The agent through whom the losses were sustained, resigned in 1840, and the Indians have ever since been endeavoring to obtain remuneration for those losses. The Commissioner of Indian Affairs, in his instructions to the commissioner appointed by the Secretary of War to investigate the claim, states that it became apparent, soon after the agent's resignation, that all was not right in his dealings with the Indians; that the subject had been repeatedly brought before the Department by the Indians, but that, the individual being out of office, "the Department had no means of compelling restitution of the moneys said to have been withheld." Their repeated applications to the Department proving fruitless, they were compelled themselves to lay their case before Congress. Their claim was investigated and favorably considered in the Senate, and an item was inserted in the Indian appropriation bill to pay them. This was disagreed to by the House of Representatives; which led to a committee of conference between the two houses, and that conference to the adoption of the fourth section of the act of June 27, 1846, requiring the investigation of the claim in the manner it has been by the Secretary of War, through the instrumentality of a commissioner appointed for the purpose.

The claim is made up of various items, which, and the material facts connected with them, are as follows:

The first is for the principal of a fund, known as the "Phelps and Gorham annuity fund," amounting to \$7,143, and the annuity due thereon from 1837, when it was first withheld, to the present time inclusive. This fund was created by a sale by the Indians, in 1788, of some of their lands to Messrs. Phelps and Gorham, and it was so secured as to give to the Indians a regular annuity of five hundred dollars. It is shown, in the report of the commissioner appointed by the Secretary of War, that the agent appointed by the Government to take charge of the affairs and interests of the Indians, had the control and management of this fund from the earliest period; that it was regularly transferred from one agent to another; and that it came into the hands of the individual who was agent in 1837, when it disappeared, and the Indians have received nothing on account of it since. Having been used or disposed of by that individual, he pretended to replace or secure it to the Indians by a mortgage on certain property of his own, executed in 1837, but which was entirely worthless, because the property had previously—in 1835—been mortgaged to other parties for as much as it was worth; which previous mortgage was foreclosed, and the property sold and transferred into other hands, and the Indians were thus left without their fund or any security for it. Under these circumstances, there would seem to be no doubt of the obligation of the Government to make good the amount to them, as well as the amount of annuity upon it, of which they have been deprived since 1836, but which they would have regularly received, as they had previously, had not

the fund been made way with, but been properly taken care of and managed by the Government agent.

In regard to the next item, it appears that by a treaty or agreement with Messrs. Troup, Ogden and Rogers, in 1826, the Indians became possessed of United States stock, yielding an income of \$2,583 per annum; that this stock was placed in the Ontario bank, in Canandaigua, New York, in trust for the Indians, where it still is; and that the income has been regularly collected by the bank, and paid over to the Government agent for the Indians for payment to them. It is satisfactorily shown that it was paid to him for the years 1837, 1838 and 1839, but that he never paid any portion of it to the Indians for those years. They have, therefore, a just claim against the Government for the amount which they thus lost.

The next item is for the amount of an annuity of \$500, due from the State of New York under a treaty of 1815, which the same agent received in 1837 and 1838, but never paid over to the Indians, as is satisfactorily established by the report of the Commissioner. The Indians rely upon the agent appointed for them by the general Government to collect this annuity for them and to pay it over; and this has always been properly done, except during the years mentioned. The amount for those years having been lost through that agent, without any fault on the part of the Indians or of the authorities of New York, there is an unquestionable obligation on the part of the United States to repair that loss.

The following are the facts ascertained by the Commissioner in relation to the next item: A difficulty arose in relation to the distribution of a part of the annuity due from the United States to the Indians, in 1838, in consequence of an effort to effect a change in the established custom of paying such moneys to the chiefs, to be disposed of by them by distributing the annuity money directly and equally among the heads of families. The money was first deposited in the Bank of Buffalo to the credit of certain chiefs, who drew it therefrom, and took it to the council house. The Indians then quarrelled all day about the disposition to be made of it; and being unable to settle the difficulty, they deposited it for the night with one of the chiefs, from whom it was the same night taken by force. On a search-warrant it was recovered and taken into court, and the judge advised its re-deposit in the bank, in the names of the same chiefs to whose credit it had been there previously, until the difficulty should be settled. By the advice of the agent, however, it was deposited to the credit of only four of them; and at his instigation and request it was afterwards drawn out and placed in his hands upon the pretext of enabling him to distribute it to the heads of families. Only \$117 50 was so distributed or paid—the agent having kept and made way with the balance, amounting to \$3,482 50. Under these circumstances, there would seem to be no doubt of the obligation of the Government to make good the amount.

The next and last item pertains to the claim of an individual Indian rather than of the tribe. It appears from the report of the commissioner, that Mrs. Polly Jameson, an Indian woman of property and respectability, placed a sum of money in the hands of the agent for safe keeping, of which he never paid her back but \$180, and that the balance, amounting to \$1,631, she could never recover, and lost entirely. The commissioner ascertained that to be the amount she actually thus lost; that the money was entrusted to the agent solely in consequence of his official position and con-

nexion with the Indians; that this was done because he was "an officer appointed by the Government for the special purpose of taking charge of the interests of the Indians," individually as well as collectively. The case is one of great hardship, and merits the most favorable consideration.

The following is a detailed statement of the items of the claim, and the amounts to which, according to the report of the commissioner appointed to investigate it, the Indians are entitled:

1st. Principal of Phelps and Gorham annuity fund -----	7,143 00
2d. Annuity of \$500 due thereon from 1837 to 1850 inclusive, fifteen years -----	7,500 00
3d. Income on stock placed in Ontario bank for 1837, 1838, and 1839, viz: \$2,583 per annum -----	7,749 00
4th. Annuity of \$500 from the State of New York for 1837 and 1838 -----	1,000 00
5th. Amount deposited by chiefs in Buffalo bank, and drawn therefrom by the agent, less \$117 50 thereof distributed to heads of families -----	3,482 50
6th. Amount deposited with agent by Mrs. Polly Jameson, less \$180 paid her back by him -----	1,631 00
	\$28,505 50

It would thus appear, from a laborious and careful investigation by a commissioner specially appointed for the purpose by authority of Congress, and whose report was adopted by the Secretary of War, who was required to ascertain the merits and extent of the claim, that there is justly and fairly due from the Government to the Seneca Indians of New York the sum of \$28,505 50, exclusive of interest, which they also claim, and to which they are entitled upon every principle of justice and equity. They lost the money entirely through the malfeasance of the agent appointed by the Government to take charge of their affairs, and to watch over and protect their interests, and whom they were consequently led to confide in implicitly in all matters connected therewith. They repeatedly, and year after year, made application to the department for justice, but no proper attention appears to have been paid to their solicitations, and they were finally compelled, in 1845, to do what the committee think the department should have done for them—to lay their claim before Congress, and urge it upon the consideration of that body. It is, therefore, one of those few peculiar cases in which the Government is fairly and justly bound to pay interest—which would be awarded to them in any court of law and equity. The matter is one of great consequence to them, and they have interests of great magnitude and importance depending upon the amount that may be allowed to them. It is their intention to devote it, whatever it may be, to the establishment of manual labor and other schools for the education and training of their youth in letters and in the mechanic arts and pursuits of civilized life, and thus to secure their advancement in civilization. their moral and social elevation, and their permanent welfare, happiness and prosperity. An object so important and praiseworthy—one which the Government has steadily kept in view in its relations with the various Indian tribes—should strongly commend their case to the liberal consideration of Congress. The committee, therefore, respectfully recommended that an

item or section be inserted in the Indian appropriation bill making provision for the payment of the claim, principal and interest.

B.

*Know all men by these presents,* That we, Polly Powlis, (widow of Baptiste Powlis, deceased,) Jacob Powlis, Jacob Beechtree, and Peter Powlis, chiefs of the first Christian party of Oneida Indians, and residents of the town of Lenox, in the county of Madison, and State of New York, and William Day and William Johnson, of Vernon, Oneida county, and Daniel Skanandoah, of Lenox aforesaid, chiefs of the Orchard party of Oneida Indians, do hereby irrevocably make, constitute, and appoint James B. Jenkins, of Oneida Castle, New York, R. J. Burn, of Hamilton, and Geo. R. Herrick, of the city of Washington, D. C., our true and lawful attorneys, with powers of substitution for us and in our names, places, and stead, to demand and receive of and from the United States all money or moneys to which we are entitled, and due us and the said parties above-mentioned, for interest on the sum of six thousand dollars, which became due to said parties of Oneidas from the Government of the United States, by virtue of the ratification of the treaty in 1840, and which sum was not paid until the month of August, last past: that we do vest in our said attorneys full power to ask and receive said legal interest from the United States, on the said sum of \$6,000, distributed or paid as aforesaid by the agent of the Government in the month of August last—\$4,000 to the first Christian party, and \$2,000 to the Orchard party, from the date such money became due, as aforesaid, to the date of its payment in August, 1851.

And we do hereby and herewith empower our said attorneys, in our names, to give receipts and other sufficient discharges for such interest-money due as aforesaid, or such sum as Congress may grant; and to attend to and prosecute any and all kinds of business in the premises, we may have with or before any of the Departments of Government or Congress, and generally to do any and every other act or acts that we might or could do, were we personally present at the doing thereof; hereby ratifying and confirming whatever our said attorneys shall do in and about the premises, by virtue hereof, and for good and sufficient reasons do hereby revoke and countermand any and all other powers of attorney, or other authority that may have been given by us for any such purposes, and vest the same solely and irrevocably in our said attorneys, said Jas. B. Jenkins and Geo. R. Herrick.

In testimony whereof we have hereunto set our hands and seals, this thirtieth day of September, 1851.

her  
POLLY × POWLIS, [L. s.]  
mark.

his  
JACOB × POWLIS, [L. s.]  
mark.

his  
JACOB × BEECHTREE, [L. s.]  
mark.

his  
PETER × POWLIS, [L. s.]  
mark.

his  
WILLIAM × DAY, [L. s.]  
mark.

his  
WILLIAM × JOHNSON, [L. s.]  
mark.

his  
DANIEL × SKANANDOAH, [L. s.]  
mark.

Attest:

ALEX. CRAMPLIN.  
JAMES P. ROOT.  
W. D. ALFORD.

STATE OF NEW YORK, }  
Oneida county, ss. }

On the 30th day of September, 1851, personally appeared before me, James Tomlinson, a justice of the peace, duly authorized by law to take acknowledgments, in and for the county aforesaid, the persons whose names above appear to power of attorney, and acknowledged the same to be their act and deed, for the purposes therein described.

JAS. TOMLINSON,  
*Justice of the Peace.*

*Oneida county, ss.*

Peter Doxtator, of Lenox, Madison county and State of New York, being duly sworn, says: That this deponent is a member of the First Christian party, and interpreter for the Oneidas; that this deponent is well acquainted with the signers of the above power of attorney, who are chiefs of the First Christian party, and Orchard party of Oneida Indians; and who have full power to give said power of attorney; that Polly Powlis is the widow of Baptisté Powlis, deceased; that the foregoing power of attorney has been read to said chiefs and the signers thereof in the presence of this deponent, and duly explained to them; and that this deponent has had a consultation with nearly all the members of both parties herein mentioned, and that they fully concur with their chiefs in executing said power.

his  
PETER × DOXTATOR.  
mark

Sworn to and subscribed before me, this 30th day of September, 1851; and I hereby certify that Peter Doxtator, signer of the above deposition, is interpreter for the Oneidas of my own knowledge, and that I believe his affidavit to be entitled to full faith and credit.

JAS. TOMLINSON,  
*Justice of the Peace.*

STATE OF NEW YORK, }  
 Clerk's Office, Oneida county, ss. }

I, Alexander Rae, clerk of the said county, do certify that James Tomlinson, Esq., whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a justice of the peace for said county, dwelling in said county, and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such justice, and verily believe that the signature to the certificate of said proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said county, this 15th day of October, 1851.

[L. s.]

ALEXANDER RAE,

Clerk.

C.

*The Committee on Indian Affairs, to whom was referred the memorial of William B. Hart, have had the same under consideration, and make the following report :*

The treaty of Dancing Rabbit creek, made with the Choctaw Indians on the 27th September, 1830, ceded to the United States all the lands owned by them "east of the Mississippi river."

The third article provided that "as many as possible of their people, not exceeding one-half of the whole number," should remove to the country set apart for them west of the Mississippi river, "during the falls of 1831 and 1832," and "the residue to follow during the succeeding fall of 1833."

The fourteenth article provided for the reservation of one section of six hundred and forty acres of land to "each Choctaw head of a family" who should desire "to remain and become a citizen of the States," and who should "signify his intention to the agent within six months" thereafter. In like manner, each head of a family was entitled to "half that quantity for each unmarried child which is [was] living with him over ten years of age," and also "a quarter section to such child as may be under ten years of age." Five years' residence upon these lands was requisite to entitle the parties to patents in fee simple for them; but provision was also made that, if they removed west of the Mississippi at any subsequent time, they should "not be entitled to any portion of the Choctaw annuity."

Other large reservations of land were made by the nineteenth article. Provision was made that these might be sold, with the consent of the President of the United States; "but should any prefer it, or omit to take a reservation for the quantity he may be entitled to, the United States will, on his removing, pay fifty cents an acre, after reaching their new homes."—See 7 U. S. Statutes at Large, 333.

Other reservations were made by a supplemental treaty concluded on the 28th September, 1830.—See 7 Statutes at Large, 340.

On the 3d March, 1837, Congress passed an act authorizing the appointment of commissioners to ascertain all the Indians who were entitled to lands under these treaties and who had not received them, and to report



“whether any of said lands have been sold by the Government,” &c.—See 5 *Statutes at Large*, 180.

This act was amended by that of February 23, 1838, which gave to said commissioners “the powers of a court of record, for the purpose of compelling the attendance of witnesses,” &c.—See 5 *Statutes at Large*, 211.

An act approved August 23, 1842, continued the foregoing acts in force until the powers of the commissioners were fully executed, and prescribed the conditions upon which the Indians should be entitled to patents for the lands reserved in the original and supplementary treaty, and for certificates for other lands where their reservations had been sold, &c.—See 5 *Statutes at Large*, 513.

In case of the sale of a reservation by the United States, this act provided (see *third section*) that the Indian entitled to it under the treaty should be entitled to a certificate for an equal quantity of land, “to be taken out of any of the public lands in the States of Mississippi, Louisiana, Alabama, and Arkansas, subject to entry at private sale.” These certificates were to be issued under the direction of the Secretary of War, by an agent appointed for the purpose, and “not more than one-half” of them were to be “delivered” to said Indians until after their “removal to the Choctaw territory west of the Mississippi river.” Certificates for one-half of the land were, therefore, to be issued *before* their removal.

The early removal of the Indians who still remained east of the Mississippi was considered necessary for many reasons, and especially because it was earnestly insisted on by the people of the State of Mississippi. Accordingly, on the 3d March, 1843, the Secretary of War made a contract with Alexander Anderson, by which he agreed to remove them by water from Vicksburg to Fort Coffee.—See report of Secretary of War to the House of Representatives, January 21, 1845, Doc. 107, 2d Session, 28th Congress.

Efforts were made for their removal under this contract, but the Indians refused to go *by water*, and the contract was cancelled on the 4th September, 1844. On the same day another contract was made for their removal with Anderson, Cobb, Forrester, and Pickens. (See pages 13 and 16 of *Document last referred to*.) These parties were to be paid \$26 71½ per each Indian removed.

The Government appointed Colonel H. N. Barstow as agent to superintend the emigration, and see that it was properly conducted; and he repaired to the Indian country to enter upon his duties.

Efforts were immediately made to remove the Indians within the time fixed in the contract; but they refused to go until the certificates or scrip for their lands were issued. They desired these to pay their debts. The Secretary of War promised that it should be issued in September, 1844; but the promise was not complied with. The contractors were, therefore, placed in a most embarrassing position. By the condition of their contract they were required to remove one thousand Indians within the year 1844, or *forfeit the contract*. They were, under these circumstances, compelled to furnish the Indians, *at their own private expense*, those articles which were necessary for their removal, relying upon the promise of the Secretary and provisions of law by which the Indians were to be furnished with land scrip to repay them.

This course was adopted by the advice of Barstow, the agent, who accompanied Forrester to New Orleans to make the purchases.



The testimony of Colonel John B. Guthrie shows that the articles thus supplied to the Indians cost the contractors the sum of \$15,496 29.

The same witness also shows that, after the Indians arrived at their new homes, they were also supplied with wagons, oxen and horses, by the contractors, to the value of \$3,345.

Colonel Barstow, in an official report, states that these articles were necessary to the Indians, that they were indispensable to their health and comfort, and that the difficulties in the way of removal were obviated by the course pursued by the contractors.—*See summary of the evidence made at the Indian office, marked B.*

John B. Luce, who was the clerk of the Government agent, corroborates this statement—not of his personal knowledge, but by what he understood from the parties.—*See same statement.*

The aggregate of the sums thus advanced by the contractors at the time of the first removal was \$18,841 29.

Another removal took place in the spring of 1846, when it again became necessary for the contractors to supply the Indians with those articles of necessity without which they could not remove. At this time Major William Armstrong was the agent of the Government, and Luce was his clerk. He swears that the outfit thus furnished may be “fairly estimated at ten dollars to each person supplied.” The number removed, according to the muster-rolls, is seven hundred and sixty-eight which makes this item amount to \$7,680.—*See exhibit B, from the Indian office.*

The Indians refused to remove, both in 1845 and 1846, without their horses and oxen. The agent of the Government assured the contractors, that, if they would subsist them, they would be paid by the Government. (Luce and Guthrie both show this in their statements.) There were accordingly five hundred and fifty removed, (the contractors have charged for only five hundred and forty-nine,) which at thirteen dollars per head (the price fixed by Guthrie) is \$7,137. Precedent for this allowance is furnished in a similar one made when the Chickasaws were removed from Mississippi, in 1843. The department in that instance allowed twenty-five cents per day for each horse or pony, and estimated the travel at twelve miles per day. By the same mode of calculation, the compensation in this case would amount to eighteen dollars and seventy-five cents per head, which is five dollars and seventy-five cents more than the contractors have charged.—*See exhibit B, from Indian office.*

The Indians who were collected for emigration, and who dispersed because they were not furnished with their scrip, were supported by the contractors. It appears that they were supplied liberally, but the contractors are unable to specify the precise amount expended by them for this purpose. The character of their demand for compensation for this expenditure is fully set forth in exhibit B, from the Indian office, under the head of “item 5.” They have charged five thousand dollars, which they state is less than the sum expended.

A number of Indians at another time were assembled with a view to emigration; and, although they did not disperse, they were delayed some time by the negligence of the Government in forwarding their scrip, and in the meantime were subsisted by the contractors. A detailed account of the rations issued by them was laid before the Indian department. “Item 6,” in exhibit B, makes the charge for these supplies \$1,505.

Under the head of “item 7,” as stated in the account of the claimant,

the charge of \$4,251 is fully explained. The charge is for the difference between the contract price for the removal of two hundred and sixty-two Indians and the amount paid for their removal by the Government by its own agents. The amount is not claimed as profit, but to reimburse the contractors for expenditures incurred by them in getting the Indians together and furnishing supplies prior to their actual departure for the west.

The preceding analysis of the claim presented by the memorialist, and of the grounds or evidence upon what it is supported, has been taken from the papers reported from the Indian bureau. The Commissioner of Indian Affairs refuses to allow the claim, but expresses an opinion favorable to it, as an equitable claim upon the Government.

The contract for the removal of the Choctaws, in the performance of which his claim *originated*, stipulated, among other things, that the contractors should, in no event, set up any claim for any further allowance than what was specified in the contract; and, on this ground, the Indian office appears to have declined paying any part of the demand now made upon the Government. The committee are of opinion that any damages the contractors may have sustained by the default of the Government should be paid, notwithstanding the provision in the contract above stated. It could not have been contemplated that any act of omission or commission by one of the parties should work an injury to the other, and constitute no ground of redress. It appears that the contractors did sustain great damage, and were subject to great expense, not necessarily connected with the fulfilment of their contract, by the failure of the Government to furnish the scrip in due time, which was to have been delivered to the Indians before their departure for the country set apart for them west of the Mississippi. Of the whole amount claimed by way of damages against the Government, the sum of \$6,505 is based upon issues and supplies furnished to the Indians by the contractors, on various occasions, when the Indians were assembled with a view to their immediate emigration, but dispersed, or their departure delayed, by the neglect of the Government in forwarding the scrip due them, which was to have been delivered east of the Mississippi.

There is no satisfactory proof of the specific nature or amount of the provisions furnished under these circumstances; but the committee are satisfied, from the facts stated in the report from the Indian office, that the amount demanded under this head is rather below than above the amount actually expended.

A further sum of \$7,139 is demanded by the memorialist for so much expended in subsisting and removing the horses and oxen of the emigrating Indians. This was not contemplated by the contract for removal; but, as the Indians refused to emigrate unless they could take their stock with them, the agent of the Government appointed to superintend the removal assured the contractors that they might rely upon the justice of the Government for their remuneration, and they accordingly assumed the charge of their removal. This claim, the committee believe, cannot be resisted.

The charge of \$4,251 for the difference between the actual cost to the Government in transporting a party of two hundred and sixty-two Indians and the contract price, is made upon the ground that the contractors had borne all the charges for collecting these Indians, and for their subsistence and supplies previous to their actual movement, and during the delays and

embarrassments which grew out of the accidental death of Barstow, the agent appointed by the Government to superintend the emigration, and see that the contractors complied faithfully with their stipulations.

The committee therefore think this charge reasonable and proper.

But the larger part of the claim made upon the Government consists of the outfit and supplies, other than provisions for subsistence, furnished the Indians both before they left the State of Mississippi and after they arrived west, and which were not included or provided for in the contract. These supplies, or so many as were furnished before the Indians set out from the State of Mississippi, it appears, by the evidence, were for the most part articles of necessity and comfort, without which the Indians could not be prevailed upon to emigrate, and without which most of them could not have been removed without great suffering and exposure. It further appears that the contractors furnished the first party of emigrants, after their arrival west, with wagons, horses, and oxen to the value of \$3,345, making in the aggregate, the sum of \$18,841 expended in supplies which the contractors were not bound to furnish by the terms of their engagement with the Government but which they furnished voluntarily, with the understanding that they would be indemnified by the Indians themselves, so soon as the Government should put it in their power to do so by the delivery of the land scrip which had been promised them.

At the time these supplies were furnished, the law provided that one-half the scrip awarded to the Indians might be delivered to them east of the Mississippi, and that the other half should be delivered after their arrival west. The policy of this provision of the act of 1842 was, undoubtedly, to secure the emigration of the Indians, and in that aspect was wise and provident; but when—in 1845, and after the contractors had incurred the large extra expense above stated in removing a party of some eleven or twelve hundred Indians, upon the faith of the law as it stood when they entered upon the business, and expecting to be reimbursed upon the delivery of the said scrip to the Indians on their arrival west—Congress by a new law provided that the half of the land scrip due to the Indians and which by the act of 1842 was to have been delivered to them after their arrival west, should not be delivered to them at all, but that the amount should be funded at the rate of one dollar and twenty-five cents per acre, and the interest only paid to them annually, the committee are of opinion that, while the change of the law was dictated, doubtless, by a humane regard for the welfare of the Indians, yet that the Government became bound, in justice and good faith, to make good to the contractors all losses or damages which accrued to them in consequence of the new legislation. The same humane policy which governed Congress in funding the value of the said scrip due the Indians, and thus putting it out of their power to dispose of it improvidently, equally forbids the exercise of any power which Congress may have over the annually accruing interest on the scrip funded, by requiring that it shall be withheld to satisfy the present claimant. By the fourteenth article of the treaty of 1830, those Choctaws who took reservations under that article were expressly excluded from any interest in the annuity stipulated in that treaty, and the committee are of opinion that they are intended to be excluded from all interest in the annuities due under any former treaty; and these were the Indians removed by the contractors. To withhold the interest due on the funded scrip would deprive them, probably, of their only remaining resource, save the labor of their own hands.

A further sum of \$7,680 appears to have been laid out in supplies by the contractors, not included in their contract, upon a party of seven hundred and sixty-eight Indians emigrated by them in 1846. It is proved that these supplies consisted of articles chiefly of necessity, and without which the Indians probably could not have been induced to emigrate. This extra expenditure was made after the Government had funded the scrip which was, by the act of 1842, to be delivered west of the Mississippi river, and does not stand upon ground of equal merit with the like expenditure on the party which emigrated in 1844-'45; but, as the policy of removing these remnants of the Choctaws remaining in Mississippi is one called for by so many considerations of humanity to the Indians themselves, as well as of interest to the State itself, and as it appears that the Indians would not consent to remove without the supplies furnished in this instance as well as in the former one, the committee think it but reasonable and just that the Government should indemnify the contractors. The contractors doubtless relied upon the liberality and justice of the Government to remunerate them for this extra expense, as will appear from the correspondence of the agents of the Government with the Indian Office, and from their sworn statements exhibited by the memorialist.

It appears from the papers exhibited to the committee that the memorialist, William B. Hart, holds by assignment, either of the contractors themselves or of their legal representatives, the entire interest in the contract with the government under which this claim originated; and the committee therefore report a bill for the payment to him of the aggregate amount, which the committee think should be allowed by Congress.

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D.

DEPARTMENT OF THE INTERIOR,  
Office of Indian Affairs, May 10, 1850.

SIR: I have the honor to communicate the information desired by you in your letter of the 30th ult., respecting the origin and history of the claim of the Creek nation, for losses sustained by that part of the tribe who were friendly to the United States during the last war with Great Britain.

The claim originated during the said war, and is for losses sustained in consequence of the claimants taking part with, and remaining friendly to the United States. It is based upon the promise embodied in a communication from General Thomas Pinckney to Colonel Benjamin Hawkins, United States agent for the Creek tribe, of the 23d April, 1814, in which was stated the terms upon which peace would be granted to the hostile portion of the tribe, viz: that "the United States will retain so much of the conquered territory as may appear to the Government thereof to be a just indemnity for the expenses of the war, and as a restitution for the injuries sustained by its citizens, and the friendly Creek Indians." \* \* \*

"You will please, sir, to communicate these terms to the friendly Indians, and to enjoin them, in the prosecution of the war against such as may continue hostile, to abstain carefully from injuring those who may be returning, with the intention of making their submission. You may likewise inform them that the United States will not forget their fidelity; but, in the arrangements which may be made of the lands to be retained as indemnity,

their claims will be respected ; and such of their chiefs as have distinguished themselves by their exertion and valor in the common cause, will also receive a remuneration in the ceded lands, and in such a manner as the Government may direct."

Those propositions resulted in the treaty concluded by General Jackson, on 9th August, 1814, by which the Indian title was extinguished to between fourteen and fifteen millions of acres of land. Prior to signing the treaty, the friendly Indians called the attention of General Jackson to the promise of General Pinckney, with a view that a provision should be inserted for the remuneration for their losses ; but the General declined, because his power to negotiate did not "extend to embrace by treaty, or capitulation, the promises contained therein." The Indians, however, agreed to sign the treaty on the condition, among others, that the said promise should be sent on with the treaty—saying, we rely on the justice of the United States to cause justice to be done us. (See American State Papers, vol. 1, pp. 837, 857, and 858.)

By reference to vol. — Indian Treaties, p. 159, it will be seen that, by the treaty of 1814, the cession to the United States was intended to compensate the Government for the expenses of the war with the hostile Creek Indians, that it was strictly of a military character—more of the character of a capitulation, with a pledge for indemnity, than an ordinary civil compact.

On the 29th August, 1815, the War Department informed Colonel Benjamin Hawkins, the Creek agent, "that it is the wish of the President that you should proceed to the liquidation of the claim of the friendly Indians to indemnity, upon the principles of General Pinckney's and your letter to them." The result to be transmitted to the Department, to be laid before the President for his ultimate decision and approbation.

On 1st April, 1816, Col. Hawkins made his report "on the claims of the friendly Indians for losses sustained by them in their civil war, agreeably to the terms of peace offered by Maj. Gen. Pinckney, 23d April, 1814, and the preliminaries to the treaty of Fort Jackson, of August following." "He states that it is imperfect, from the peculiar situation of affairs there, and cannot be otherwise till all the hunters are in, which is not expected till the last of next month."

According to the data before him, the aggregate of the claims which had been presented amounted to \$108,415 12 $\frac{1}{2}$ , and the amount of the same reported on favorably to \$78,360 75 ; and he states that, from the best information he has obtained, the whole amount of just claims will not exceed \$100,000.

The subject received the attention of Congress, and resulted in the passage of an "act for the relief of certain Creek Indians," approved 3d March, 1817, which authorized the Secretary of War "to cause the sum of eighty-five thousand dollars to be paid to the friendly Creek Indians, whose property was destroyed by the hostile Creek Indians in the late war, in fair and just proportion to the losses which they have severally sustained from such Indians."

It appears that a Creek delegation was in this city, attending to the business of their people, in the winter of 1816-'17, and that they then had a talk with the Secretary of War on the subject ; who said to them, among other things, "You have been a long time detained here, but our great council does business slowly, and you wanted to know, before you returned,



how much money they would give to your people as a compensation for their property that was destroyed by the hostiles during the late war. The law, which has passed on that subject, authorizes the President to apply eighty-five thousand dollars to that object. The money will be sent to your agent, to be divided among the sufferers in proportion to their losses."

On the 20th March, 1817, David B. Mitchell, who had been appointed the agent for the Creeks, in place of Hawkins, deceased, was furnished with a copy of the law above referred to, together with a copy of the estimate of Col. Hawkins, as to the losses sustained by the friendly Creek Indians, and told that it, with other papers, "were laid before the committee on claims, and the law was predicated upon them; but, as it is general in its terms, it will be proper to pay the claimants mentioned in the estimate only a portion of their claims at present, as it is probable that there may be other claimants entitled to the benefits of the law who are not mentioned in the list furnished by Col. Hawkins; therefore a final distribution of the money should not take place until the whole amount of claims are ascertained."

On 18th March, 1818; Agent Mitchell, says: "I have now the honor to enclose a concise statement of the accounts presented by the friendly Indians for losses during the late war, and of the application of the sum appropriated by Congress for their payment, by which it appears that a little upwards of \$100,000 is still due. The gross amounts of the claims presented, including the abstract made by Col. Hawkins, is very little over or under \$300,000, but they were reduced by the chiefs to \$195,417 90." A copy of the statement enclosed by Agent Mitchell is herewith, marked A, showing that, after applying the \$85,000 appropriated as aforesaid, there remained due to the claimants the sum of \$110,417 90.

The Creek nation, through their deputations sent to this city, repeatedly invoked the action of the Government with a view to the payment of the balance due their people for the said losses. On the 28th March, 1819, the Secretary of War, in a talk to the delegation then here, said: "Brothers, you state that the sum which has been paid is not equal to the damages which you sustained in the late war, and that in justice you ought to receive the remainder. The power to remunerate you belongs solely to Congress, and when they appropriated the sum of \$85,000, it was estimated that it was sufficient. Whether an additional sum will be voted to remunerate you for your losses rests solely with the justice and wisdom of Congress." And again, on 6th January, 1820, the Secretary said: "The claim of the Creek nation for further remuneration for losses sustained in the late war will be submitted to the consideration of the Committee on Indian Affairs, and should the claim be sanctioned by Congress, the amount will be immediately thereupon remitted to the agent to be paid to the nation."

The next action had upon the matter, as far as has been ascertained, was in April, 1824, when the Committee of Ways and Means, in obedience to a resolution of the House of Representatives, instructing them "to inquire into the expediency of making an appropriation to compensate the friendly Creek Indians for property lost and destroyed during the late Creek war, reported that it was inexpedient to make any further appropriation to compensate the friendly Creek Indians for property lost and destroyed during the Creek war." The report was based on the opinion of the Committee that the sum of \$85,000, appropriated by the law of 1817,

was intended to be a full indemnity for all the losses of the friendly Indians, and was equal to any reasonable expectation. This, the report states, "appears to be manifest from the estimate by Colonel Hawkins, that the chiefs would have been satisfied, at the date of the treaty, with the sum of \$60,000 ; and, in the letter of the acting Secretary of War to D. B. Mitchell, predicated on Colonel Hawkins's estimate, it will be proper to pay the claimants mentioned in the estimate only a portion of their claim at present, as it is probable that there may be other claimants entitled to the benefits of the law who are not mentioned in the list of claims furnished by Colonel Hawkins," &c. (See American State Papers, Indian Affairs, vol. 2, p. 492.)

And here I beg leave to express the opinion—from a careful and attentive examination of the whole matter, that the opinion of the Committee was based upon a misapprehension of the facts as they actually exist, by not having before them *all* the papers in the Department bearing upon the subject, and not discriminating as to the character of the claim actually submitted to them.

The facts as they really exist are as follows : the communication of Gen. Pinckney embraces two propositions affecting the friendly Creek Indians, viz : 1st. *Restitution from the conquered territory for the injuries and losses sustained by them* ; and, 2d. That their claim to a portion of the land, embraced within the lines of the tract retained by the United States as indemnity, should be respected.

The claim submitted to the Committee was that embraced in the first proposition of General Pinckney ; but it is manifest that they arrived at their conclusion by regarding the statement of Colonel Hawkins, that he believed at the time of the drawing of the lines of the land for the treaty, \$60,000 would have been received as an equivalent, as having had reference to the claim of the friendly Indians for losses of property, and injuries committed upon them by the hostile party ; whereas, it had reference to the amount the Indians would have been willing to receive for their portion of the land, retained as indemnity to the United States, &c. See document last referred to, p. 493, and to vol. 1, same series, p. 837, statement of Colonel Hawkins, and the condition on which the friendly Indians signed the treaty of 1814.

The misapprehension of the Committee is further shown by their reference to the instructions from the Acting Secretary of War, of 20th March, 1817, and by regarding the estimate of Colonel Hawkins, therein specified, as the paper in which he stated his belief that the Indians would have been satisfied with \$60,000 ; whereas, the estimate adverted to was that embodied in Colonel Hawkins's letter to the War Department, of April 1, 1816, and hereinbefore quoted from, in which he states that, from the best information he had obtained, the whole amount of just claims for losses would not exceed \$100,000. That paper does not appear to have been sent to the Committee from the Department. It is herewith marked B, and furnishes a key, I think, to the instructions to Colonel Mitchell, when he was directed to make partial payments *only*, until he had ascertained whether the \$85,000 would be sufficient to pay all the claims. Colonel Mitchell then proceeded, under his instructions and with the aid of the chiefs, to examine all the claims. The result, showing an amount of \$110,417.90 to be due, is, as before stated, herewith.

In the preceding remarks, the request of the Chairman of the Committee



to be furnished with a history of the Creek claim, and the views of this office as to its justice, has been complied with. The facts that constitute the history of the claim have been carefully compiled from the public records: The inferences from these facts are respectfully and cheerfully submitted, because, if they are erroneous, the Committee will at once perceive the error, and come to a correct conclusion. The points of most importance in forming a conclusion satisfactory to myself were: 1st. The authority of Agent Mitchell to complete an estimate of losses, which was reported as imperfect by his predecessor, Colonel Hawkins. Colonel Hawkins's estimate, as far as he had progressed in making it, estimated the claim at over \$100,000, which was reduced to \$78,360.75. Agent Mitchell subsequently reported the gross amount as at about \$300,000, which the chiefs reduced to \$195,417.90. I think that the authority delegated to Agent Hawkins was continued by virtue of the succession to Agent Mitchell. 2d. Whether the Committee, whose report is referred to, did or did not confound a land claim with a claim for indemnity for losses. I have furnished the chairman with the reasons that have led me to the conclusion that the Committee were inadvertently led into such a misapprehension; and, 3d. Was the appropriation of \$85,000 by the act of 1817 ever acquiesced in by the Indians themselves as a full equivalent for the indemnity claimed by them? Their repeated applications to Congress show that they did not so understand it or receive it.

All the foregoing is most respectfully submitted.

Respectfully, your obedient servant,

ORLANDO BROWN,  
*Commissioner.*

Hon. D. R. ATCHISON,

*Chairman of Committee on Indian Affairs, Senate.*

CAVETAW, April 1, 1816.

I herewith transmit, in obedience to the orders of your Department, a report on the claims of the friendly Indians for losses sustained by them in their civil war, agreeably to the terms of peace offered by Major-General Pinckney, 23d April, 1814, and the preliminary to the treaty of Fort Jackson, of August following. It is imperfect from the peculiar situation of affairs here, and cannot be otherwise till all the hunters are in, which is not expected till the last of next month.

As soon as the terms of peace were offered, I directed Mr. Limbaugh, assistant agent, to commence taking their claims, and after the treaty of Fort Jackson, ordered, in conformity with the direction of General Jackson, that he should continue until he had taken in the whole of their claims. The rule adopted was, for the claimants to appear before him, in presence of some chiefs of the town, give in a detailed account of losses, with the value affixed to each article, the account signed by the owner, and countersigned by the interpreter and assistant agent.

Upon receipt of the order to report on the claims, I proceeded to execute the same, but other public duties, a severe indisposition, and the defect in the vouchers as noted in the report, retarded them until the Indians commenced their winter's hunt, which was earlier than usual from necessity, and has not yet terminated. Added to this, the chiefs who convened at

Tukawbatchee, having suspended the ratification of the treaty, and conducted themselves in relation to it in the manner detailed in the account of that transaction, I have not been able to prevail on them to come forward and afford any aid to enable me to execute the duties enjoined on me satisfactorily.

The speaker for the upper Creeks, who is more interested than any other, if his account is correct, has repeatedly declined signing his claim, or giving any explanation; and does believe, or affects to believe, by doing so it would render the treaty complete on the part of the nation, and be in violation of the advice he has received on that subject.

I believe, from the best information I have obtained, the whole amount of just claims will not exceed one hundred thousand dollars; and it is probable, upon a revision in the presence of the claimants, there may be a deduction in some of those reported on. If it should be deemed advisable to take order on this report, and appropriate money for the purpose, a sum not exceeding one hundred thousand dollars will be sufficient.

The claimants should receive by themselves, and not by attorney or order, to prevent speculation on them, which has already commenced by persons obtruding themselves on them, and trying to obtrude them on the Government, to secure the payment of their claims on shares, for one-half or one-fourth. I shall continue, as opportunity offers, to complete the report from time to time, and will have a meeting in every town interested, as soon as I am apprised the claimants are coming in from hunting.

I have the honor to be, very respectfully, your obedient servant,

BENJAMIN HAWKINS.

WM. H. CRAWFORD,

*Secretary of War.*

*Statement of claims for losses by the friendly Creek Indians, during the late war, as liquidated and settled by the chiefs in council, at Fort Hawkins, in July, 1817, and at the agency, in January, 1818; also showing the sums paid and balance due.*

1. Amounts liquidated for upper towns at Fort Hawkins, in July, 1817-----	\$77,572 50	
Deduct this amount, paid at the same time---	31,029 00	
	<hr/>	\$46,543 50
2. Amounts liquidated for lower towns, at Fort Hawkins, in July, 1817-----	29,775 00	
Deduct this amount, paid at same time-----	11,910 00	
	<hr/>	17,865 00
3. Miscellaneous claims liquidated at Fort Hawkins, in July, 1817-----	27,157 00	
Deduct this sum, paid to these claims -----	10,862 00	
	<hr/>	16,295 00
4. Amount liquidated at the agency, in 1818---	49,524 00	
Deduct this amount, paid to these claims----	19,809 60	
	<hr/>	29,714 40
		<hr/>
Whole balance due-----		\$110,417 90

*Recapitulation, showing application of the sum appropriated.*

Paid to upper Creeks, in July, 1817-----	\$31,029 00	
Paid to lower Creeks, in July, 1817-----	11,910 00	
Paid to miscellaneous claims-----	10,862 00	
Paid at the agency, in January, 1818-----	19,809 60	
		\$73,610 60
Paid Major Hughes, by special order of the chiefs	\$3,400 00	
Paid 2½ per cent. discount on sale of bills for \$83,000 -----	2,075 00 (a)	
Received by McIntosh, at Washington-----	2,000 00	
		7,475 00
(b) This balance, placed in the hands of the two principal chiefs, by general consent, to be applied to some cases of peculiar hardship, otherwise unprovided for -----		3,914 40
		\$85,000 00

(a) \$83,000 of the money having been remitted in drafts upon the United States Bank in Philadelphia; and the branch of that bank in Savannah refusing to pay them, this charge arose from the difference of exchange between Savannah and Augusta, and Philadelphia, at that time, and has been allowed by the chiefs, rather than be delayed, or run the risk of conveyance by an agent.

(b) When the first payments were made, it was necessary, as the claims were not all received at that time, and the amount was much greater than the sum appropriated, to adopt some rule of proportion in making the payment. Two-fifths was finally determined upon; and this sum is the balance, after paying two-fifths of the whole claims liquidated. And as some cases have occurred which merit attention, but were excluded in consequence of the limitation, this amount has been set apart to relieve them, by general consent.

D. B. MITCHELL,

*Agent for Indian Affairs.*

CREEK AGENCY, March 18, 1818.

E.

GREEN BAY SUB-INDIAN AGENCY,

*December 6, 1849.*

SIR: Since my letter of the 9th November, I have been diligent in endeavoring to procure testimony for the Department, to satisfy the seventh article of the treaty with the Menomonees, October 18, 1848. Up to this time, positive testimony has been out of reach of this office.

As a last resort, and for the assistance of the Department, I have succeeded in procuring extracts from the letter book of Colonel George Boyd, who was at the time agent for these Indians. Colonel Boyd has been dead for a number of years.

The extracts which I have the honor to enclose, are correct copies from the original letter-book. The original letters are, I suppose, filed in the office of the Indian department.

In Mr. Edwards' report, errors are spoken of in the footing, &c.: this document I would recommend to the Department to examine carefully.

It will also be perceived, by the enclosed extracts of letters, that a less amount than the award was therein recommended for payment; but knowing, as I do, all the circumstances, being at the time present, my duty towards these Indians, as their agent, impels me to recommend the payment of the whole amount, viz: \$4,724.23, unless it should appear, on examination of the document in question, that there is actually an error of figures, which I have no means of correcting. Again I would remind the Department that it is many years since the Indians received the assurance that this delinquency would be made good to them.

I trust this brief statement will assist the Department in finding the papers connected with this matter; I will, in the mean time, gather such other evidence, as I can elicit from individuals present at this payment, at which it is alleged the wrong was done.

Very respectfully, your obedient servant,

WM. H. BRUCE,

*Sub-Indian Agent.*

HON. ORLANDO BROWN,

*Commissioner of Indian Affairs.*