

COMMISSIONER OF INDIAN AFFAIRS.

FEBRUARY 5, 1867.—Ordered to be printed and recommitted to the Committee on Indian Affairs.

Mr. WINDOM, from the Committee on Indian Affairs, made the following

REPORT.

The Committee on Indian Affairs, to whom was referred the matter of awarding contracts for goods, wares, and merchandise by the Commissioner of Indian Affairs, respectfully report :

That the preamble to the resolution under which your committee have acted recites that the Commissioner of Indian Affairs " did, on the 18th day of December, 1866, award the contracts for supplying goods, wares, and merchandise, on a bid much higher and on samples inferior to those offered by other parties," and the resolution directs the Committee on Indian Affairs " to examine into the acts of said Commissioner and report the result of their investigation to this house."

Being of the opinion that no other acts of the Commissioner of Indian Affairs were referred to them except those recited in the preamble aforesaid, your committee did not deem themselves authorized to extend their investigations further than to examine into such of his acts as bore upon and explained the said awards of the 18th of December, 1866.

After a most patient and laborious investigation, embracing a personal inspection of the various samples on which bids were made, and the examination of numerous witnesses, your committee respectfully submit the evidence in the case, and the conclusions at which they have arrived, as the result of their investigations.

Their examinations were confined to three classes of goods. The first class consisting of blankets, the second of cloths, and the third of dry goods. The first and second classes were awarded to C. Francis Bates, of New York city, and the third class to Messrs. J. V. Farwell & Co., of Chicago. In regard to the blankets, nearly, if not quite, all the witnesses on both sides testified that Mr. Bates's samples were superior to those of the other bidders.

Three of the experts who were subpoenaed at the instance of persons opposed in interest to the awards, comparing them with the samples of Stettaner & Bro., who were regarded as the chief competitors of Mr. Bates, swear that the aggregate difference in favor of Bates's samples is \$6,500. The bid of Stettaner & Bro. included also the samples of Buckley, Sheldon & Co. and Perry Fuller, which had been turned over to them after the bids were put in. Stettaner & Bro.'s bid was \$90,045; Buckley, Sheldon & Co.'s was \$97,175; and Perry Fuller's was \$94,575; but in making the comparison of values the experts were allowed to class all three under the bid of Stettaner & Bro., so that the goods which Buckley, Sheldon & Co. had offered for \$97,175 were all considered under Stettaner & Bro.'s bid of \$90,045.

Mr. John Dobson, of Philadelphia, an extensive blanket manufacturer, testifies

that the Bates, Evans, and McKnight samples were all made by him; that the Evans blankets were better than McKnight's; that the Bates white blankets are worth fifteen cents per pound more than Evans's; that Bates's blue blankets are worth thirty-five cents per pound more than Evans's; and that Bates's scarlet blankets are worth eighteen cents per pound more than Evans's. Therefore, according to the manufacturer's testimony, the Bates blankets are worth on the average \$1 57 per pair more than the Evans, and, as the difference between their bids is only \$1 22 per pair, it will be seen that the Bates blankets are, in the opinion of the manufacturer, the cheaper by thirty-five cents per pair. The same witness makes a still greater difference in favor of the Bates samples over those of Stettaner & Bro. Mr. Dobson testifies that Mr. Bates's samples are all of American manufacture, and made of American wool of a superior quality; that his blue blankets are an indigo-blue; and that those of the other bidders are not indigo. Chemical tests which your committee permitted to be applied corroborated Mr. Dobson's statement in regard to the color. Your committee are clearly of the opinion that no favoritism, or want of judgment, or improper motive can be justly attributed to the Commissioner for his award on this class of goods.

In regard to the second class awarded to Mr. Bates, your committee are not all satisfied that the Commissioner made the most judicious award. The weight of testimony would seem to be that the Bates samples are not as much better than those of Stettaner & Bro. as his bid is higher. Your committee, however, believe from a personal inspection of the goods that the Bates samples are generally much stronger and of a better quality than those of Stettaner & Bro. Were your committee at liberty to report their own opinions from a personal inspection of the goods, and without reference to the opinions of experts, who have testified on the subject, they would say that the Bates samples are very nearly if not quite as much better than those of Stettaner & Bro. as his bid is higher. Believing that if an injudicious award has been made upon the second class of goods, (of which they are by no means certain,) it was merely an error of judgment, your committee do not feel called upon to make any recommendation in regard to it.

With reference to the third class, awarded to Messrs. J. V. Farwell & Co., of Chicago, your committee have had some difficulty in arriving at a conclusion, for the reason that this firm made two bids, and furnished two sets of samples, and the Commissioner of Indian Affairs testified that at the time the resolution passed the House he had not decided which bid to accept; that he had decided to give the contract to Messrs. J. V. Farwell & Co. on one or other of their bids, but that he had reserved, for a few days, the right to determine which; and that, upon the passage of the resolution, he had suspended all action upon them, and has not yet determined on which bid to make the award. If he shall make it upon Farwell & Co.'s second bid, it will be upon the lowest bid for that class of goods. If he shall make it upon their first bid, it will be upon one considerably higher than that of Stettaner & Bro.; and in that event your committee are of opinion, from the evidence, that the difference in price is not compensated for by the difference in value. The examination was chiefly confined to an estimate of the value of Farwell & Co.'s samples under the first bid. The weight of evidence in regard to the third class is, that the best goods of Stettaner & Bro. are better than Farwell & Co.'s best samples. But your committee cannot for this reason find that the Commissioner has awarded the contract "on a bid much higher and on samples inferior," as charged in the resolution, because, as just stated, he testifies that he has not yet made the award on this class of goods, and that he was prevented from so doing by the action of the House. The testimony of two witnesses was taken as to the market value of the samples offered under Farwell & Co.'s first bid. James H. Walker, a clerk of A. T. Stewart & Co., of New York, testified that the wholesale market value

of these goods, as compared with the wholesale prices of the house of A. T. Stewart & Co., is as follows :

Duck worth $37\frac{1}{2}$ to 40 cents per yard ; brown shirting worth 22 cents per yard ; hickory shirting, 22 to $22\frac{1}{2}$ cents per yard ; bed-ticking, $27\frac{1}{2}$ to 29 cents per yard ; brown drilling, $23\frac{1}{2}$ cents per yard ; blue drilling, $27\frac{1}{2}$ cents per yard.

Farwell & Co.'s bid on the above articles was as follows, viz : duck, 45 cents ; brown shirting, 22 cents ; hickory shirting, 21 cents ; bed-ticking, 30 cents ; brown drilling, 24 cents ; blue drilling, 28 cents.

N. Streeter, of New York city, one of the witnesses subpoenaed at the instance of persons whose interests are adverse to the awards, testified that the market value of Farwell & Co.'s samples was as follows : hickory shirts, 16 to 17 cents per yard, $3\frac{1}{2}$ yards for each shirt ; brown shirting, 22 cents a yard ; hickory shirting, 22 cents a yard ; red-stripe bed-ticking, 27 to 30 cents per yard ; brown drilling, 22 to 23 cents a yard ; blue drilling, 24 to 25 cents per yard.

It will be observed that the difference between Farwell & Co.'s bid, and the wholesale prices of other good houses is not so great as to warrant an inference of fraud, even if their highest bid had been accepted. For the reasons above stated, and in view of the fact that no award has yet been made as to this class of goods, your committee do not deem it their duty to make any recommendation concerning it.

Your committee addressed themselves earnestly to the work of discovering fraud, if any existed, and they find no proof of corruption or favoritism on the part of the Commissioner in the circumstances connected with said awards. He seems to have taken great pains to secure for the Indians the best goods that could be obtained. The evidence shows that he applied to and obtained from the Secretary of the Interior the services of an expert to aid him in making the selection, and that he relied mainly upon the judgment of this expert in making his awards.* The investigations preceding the awards of the contracts were carried on in an open and public manner.

Complaints were made that after the bids were filed, and prior to the awards, the Commissioner rejected a certain bid of Buckley, Sheldon & Co., of New York, on the ground, as he alleged, that they had failed to comply with a former contract, it being a rule of the Indian bureau that if a party fail to comply his bill shall not be thereafter considered. Evidence was offered tending to sustain the Commissioner in rejecting said bid, but the charge against said firm was not sustained. The rejection of this bid does not, however, furnish any evidence of a design on the part of the Commissioner to favor those persons to whom he awarded the contracts, for the reason that he afterwards permitted Buckley, Sheldon & Co. to turn over their samples, in all of the classes, to Stettaner & Bro., whose bids were much lower, thus giving to Stettaner & Bro. a chance to compete, by offering a better quality of goods at a reduced price. This he certainly would not have done if he had intended to deny them a fair competition with Mr. Bates and with Farwell & Co. The fact that he thus allowed Buckley, Sheldon & Co. to turn over the goods which they had offered for \$209,502 to Stettaner & Bro., to be by them offered for \$188,267 50, would seem to negative the idea of favoritism towards any of the other bidders. The effect was the same, so far as other competitors were concerned, as if he had authorized Buckley, Sheldon & Co. to reduce their bid from \$209,502 to \$188,267 50, without any change of samples. The propriety of permitting such a transfer of samples may well be questioned, and if by reason of it the

* The Commissioner also testifies, " Before I made the decision I got Mr. Browning to come down and look at the goods. He said he was no judge of goods, but I said I was very anxious to get him down, and I related to him all the circumstances, and he approved of my course."

contract had been awarded to Stettaner & Bro., it would have furnished good reasons to infer favoritism.

Your committee believe that the difficulties, misunderstandings, and mistakes which grew out of these awards, were mainly due to the policy adopted by the Commissioner, of requiring each bidder to furnish his own samples, instead of furnishing standard samples at the Indian Office, and requiring all the bidders to conform to those standards. No improper motive is attributed to him in this regard, but it is clear that the policy of allowing each one to furnish his own samples has led to confusion and dissatisfaction and may be used for fraudulent purposes.

Your committee respectfully submit as the result of their investigations :

First. That the change in the preamble to said resolution, "that said Commissioner did on the 18th day of December, 1866, award the contract for supplying said goods, wares and merchandise, on a bid much higher and on samples inferior to those offered by other parties," is not sustained by the evidence. Second. That there is no evidence which warrants the committee in finding the Commissioner of Indian Affairs guilty of corruption or favoritism, in the matter of said awards.

They therefore respectfully submit the accompanying resolution and recommend its adoption :

Resolved, That so much of the resolution of this house passed on the 19th day of December last as directs the Secretary of the Interior to suspend contracts based upon certain awards made by the Commissioner of Indian Affairs on the 18th day of December, 1866, be and the same is hereby rescinded.

MINORITY REPORT.

The undersigned, members of the Committee on Indian Affairs, beg leave to report, that under the resolution of the House adopted on the 18th day of December, 1866, the said committee proceeded under said resolution to investigate the awards of Indian contracts made on bids filed December 15, 1866, and to examine the acts of the present Commissioner of Indian Affairs in relation thereto.

We find that, on the first day of October, 1866, Hon. D. N. Cooley, late Commissioner of Indian Affairs, issued his advertisements for sealed bids on standard samples for supplying Indian goods for the ensuing year; that the present Commissioner, Mr. Bogy, after his appointment, but before entering upon the duties of his office, made application to the Secretary of the Interior for authority to withdraw those advertisements, alleging that in many respects they were very defective and improper. Mr. Bogy stated that his chief objections to those advertisements were—

First. That they called for bids on standard samples on file in the Bureau of Indian Affairs, which, it is proper to state, was in accordance with the custom of the bureau heretofore. In lieu of this he advertised for bids upon samples to be furnished in each case by the bidders themselves.

Second. That they reserved the right to take less than, or as little of, the quantity of any particular kind of goods advertised for, as the Commissioner of Indian Affairs might choose to take, or as the superintendents of Indian affairs might make requisition for.

Mr. Bogy thought best to change this provision, and in place thereof so frame it as to bind himself to take the full quantity of each kind of goods for which he advertised.

Third. That they called for a large quantity of goods which he alleged Indians did not want, namely, calicoes, denims, jeans, linseys, assorted flannels, twines, &c.

In changing his advertisement he therefore omitted to name any of those articles to be bid upon.

The undersigned are of opinion that these injudicious changes, or proposed reforms, have resulted in what we deem the just dissatisfaction of the parties who have put in their bids, while they have furnished much material for suspicion of the fairness with which the awards were made.

In regard to the first change which Mr. Bogy felt called upon to make—that of each bidder furnishing his own samples, instead of each and all bidding upon one set of standard samples—the undersigned believe that not only could no possible advantage result to the Indian service, but that, in fact, under such a system there could be no real competition at all. No two parties would be likely to bid upon the same goods; and whether one sample furnished by one party was better than that furnished by another, was wholly a matter for the judgment or partial favor of the Commissioner. Instead of putting bidders to the trouble of freighting their bulky samples to the Indian Office, the Commissioner might as well have gone here and there to merchants and manufacturers and taken the prices of such goods as they had for sale, and then made his selection.

The practical working of this system is well illustrated by the evidence as shown in the matter of blankets, or the first class of goods advertised for. The advertisement of Mr. Bogy called for either foreign or domestic goods. Bidders naturally presented some foreign and domestic samples. When the bids were opened the Commissioner announced his determination to make his award *upon domestic blankets only*; thus, “in one fell swoop,” excluding all bidders who

were unlucky enough to have foreign samples only, but who, if they could have had any intimation that none but domestic blankets would be accepted, would have provided themselves with samples of domestic manufacture, or not troubled themselves to bid at all. Four of the bidders were fortunate enough to have samples of domestic manufacture. Three of these, Messrs. Geo. O. Evans, W. S. McKnight, and Drinker & Anderson, had obtained samples of the best quality of blankets of American manufacture, made by the celebrated manufacturer of American blankets, Mr. John Dobson, of Philadelphia. The samples of Messrs. Evans and McKnight, especially, were pronounced by distinguished experts and by Mr. Dobson himself, who made them, as being of the best quality of American Mackinaw blankets known to the trade. But singularly enough, and with sagacious intuition, Mr. C. F. Bates, of St. Louis, not satisfied to present as samples such goods as had been heretofore known among merchants and experts as the best quality, privately gives orders to Mr. Dobson to manufacture, for exhibition at the bidding, six blankets, which were to be of the best American wool, the blue blanket to be all indigo-dyed, and each to be finished with a care never before known in the manufacture of American blankets. Accordingly Mr. Dobson addressed himself to the work with his acknowledged skill, and having made thus secretly better blankets, as he himself says, than he ever made or saw before, and in the coloring of the blue blankets having put in more cost than any human expert could know except the manufacturer himself, it stood undenied that Mr. Bates's samples of blankets were the best samples presented. Nevertheless, the experts testified that for real service they were but little better than those presented by Mr. Evans. But the point the undersigned here desire to make is, that if the Commissioner of Indian Affairs intended that the Indians should have a better quality of Mackinaw blankets than white men have heretofore supplied themselves with, why would it not have been better for him to have ordered these samples made himself, instead of Mr. Bates, and then advertised for bids upon these standard samples, so that the whole trade might have had a fair chance for competition on those samples, and the Indians been thereby the gainer by getting the lowest bid?

As regards the second change or reform inaugurated by Mr. Bogy, wherein he binds himself to take the full quantity of goods for which he advertised, we do not see that he has any right to do anything of the kind. The act of July, 1862, prohibits him from purchasing any goods for the Indians which are not called for by the written requisitions of the superintendents. There is one item in his advertisement, 50,000 yards of red-striped bed-ticking, which the chief clerk of the Indian bureau, employés of the Indian Office, superintendents, agents, and traders all testified they never heard of as being wanted by Indians, or of having been used by them. Yet, by the terms of his advertisement, Mr. Bogy must take the whole quantity advertised for. Why this item was put into the advertisement at all the undersigned are unable to conjecture.

We now come to the third alleged reform which the Commissioner claims to have made, wherein he omits from his advertisement a large quantity of goods, calicoes, denims, jeans, linseys, assorted flannels, twines, &c., which he claims Indians do not want, and he did not propose to throw away their money by such useless expenditure.

It is proper that the undersigned should here state that they have deemed it to be their duty not only to state the facts which may bear directly upon the question of awards, but also such other facts as have been drawn out in the investigation which seem to bear upon the purity of intention of the Commissioner in connection therewith. We believe the mere statement of the following facts will go far towards satisfying the House that although there may be no direct evidence of fraud on the part of the Commissioner in the awards made, yet that strong suspicions of unfair dealing in some transactions relating to

Indian supplies are plainly evident, which are well calculated to throw suspicion upon all his acts in relation to the matter of supplies.

At or about the same time that Mr. Bogy was omitting from his advertisement calicoes, denims, linseys, jeans, &c., &c., because, as he alleged, Indians did not want them, although the evidence showed that large quantities of all these goods are annually furnished to the Indians, he was ordering to be purchased for the Wichita Indians, in open market, by Bogy & Fry, of St. Louis, (of which firm Joseph Bogy, a son of the Commissioner, is senior partner,) a large bill of dry goods, in which appear about 5,000 yards of calico, at 22 cents per yard, when the then market price for the same goods in New York ranged from 15 cents to 18 cents per yard; and also, over 13,000 yards of linseys, most of which are billed at 48 cents per yard, when the market price at that time in New York ranged from 27 cents to 35 cents for the same goods. This bill of goods was purchased without any written requisition from the superintendent, although he was in Washington at the time the goods were ordered. The excuse offered by the Commissioner for this purchase was, that the Wichita Indians were in great distress and must be immediately supplied. But it appears that a contract had been entered into by Commissioner Cooley, when in office, with a responsible party, one Charles Johnson, of Arkansas, for the removal of these Indians into the Indian territory, and that a large quantity of goods were already in store and waiting for them at Bogy depot; but Mr. Bogy, for reasons best known to himself, abrogated the contract, and thus created the necessity for the purchase of these goods to supply their pressing wants.

Another transaction came to light during the investigation which, to say the least, presents a very suspicious appearance. Mr. Charles Bogy, a brother of the Commissioner, and Mr. N. Irwin, having made statement to the Commissioner that the goods furnished to the Arapahoes and Cheyenne Indians were unfit for use, although it was shown they had neither of them seen the goods, without any requisition from the superintendent as required by law, were instructed by the Commissioner to purchase the stock of two Indian traders, Colonel Bent and Colonel Butterfield, at Fort Zarah. Accordingly Colonel Bent turns over his stock to Colonel Butterfield, and he then in turn sells to Bogy and Irwin the joint stock of the concerns. In the invoice we find such items as these, showing that if the Indians were in real distress it was to be alleviated by singular commodities: 11 gunny sacks, 40 cents each; 19 military coats, \$10 70 each; 11 pair military pants, \$9 20 each; 14 military jackets, \$8 each; 10 military caps, \$3 50 each; 17 military hats, \$3 75 each; 10 plumes, \$2 each; 60 Balmoral skirts, \$6 each; while three-point scarlet blankets are billed at \$23 50 per pair, when Mr. Dobson's superb all American wool indigo-dyed blue blanket could, as shown by the testimony of Mr. Irwin, have been delivered at Fort Zarah at about \$11 80 per pair. There is no evidence to show that the blankets purchased were anything but the common Mackinaw blanket.

We find prints or calicoes billed at 35 cents per yard, when their price in New York was at that time from 15 cents to 18 cents per yard, or could even have been bought of Bogy & Fry, at St. Louis, at 22 cents per yard.

Shirtings are billed at 41 cents per yard, when the price in New York of same date was 20 cents; drilling at 47 cents and 49 cents per yard, while the then price in New York was from 19 cents to 23 cents per yard. These are a few illustrations of the prices at which all the goods in the invoice are charged, from which may fairly be gathered how well the Commissioner is seeking to promote the interest and welfare of the Indians.

There are other items in the invoice which, without regard to the prices at which they are charged, are utterly indefensible as articles to be furnished by the government to the Indians: 51 rifles, at \$36 each; 98 pistols, at \$22 each; 98 holsters and belts, at \$1 25 each; 90 thousand gun-caps, at \$2 50 per thousand; 20 kegs of powder; 1,250 pounds of bar lead, at 24 cents per pound.

While the government, through the War Department, is expending immense sums of money to keep down by force of arms the turbulent and murderous spirit of the Indians along our frontier, there can be no excuse for a civil officer of the government distributing arms and ammunition among them to aid them in continuing their disturbances.

The advertisement called for bids upon four classes of goods: 1st class, blankets; 2d class, clothes; 3d class, miscellaneous dry goods; 4th class, hardware.

Of the bidders upon the 1st class, (blankets,) the examination was confined to the samples of—

C. F. Bates, St. Louis.....	\$108,625 00
G. O. Evans, Philadelphia.....	94,275 00
W. S. McKnight.....	96,392 50
Stettaner & Brother, New York.....	90,045 00

The Commissioner reserves the right to triplicate the amount of the contract.

The difference between the bids of Bates and Evans is.....	\$14,350 00
Triplicate is.....	43,050 00
The difference between the bids of Bates and McKnight is....	12,232 50
Triplicate is.....	36,697 50
The difference between Bates and Stettaner and Brother is...	18,580 00
Triplicate is.....	55,740 00

As the decision of the Commissioner was in favor of domestic manufactures, the award was made by him on comparison of the samples of Bates, Evans, and McKnight. The samples presented by Bates, as has been already mentioned, were manufactured expressly for the occasion, and admitted by all the witnesses to be superior in quality to those of either Evans or McKnight. But in the opinion of the undersigned there was not satisfactory evidence produced to show that there was sufficient difference in the quality and serviceable value of the Bates samples over those of Evans to countervail the wide difference in price, \$14,350, or when triplicated \$43,050 in favor of Evans's bid.

The blankets furnished by Evans were acknowledged by experts and by the manufacturer himself to be the best quality of American Mackinaw blankets heretofore known to the trade, and, under all the circumstances, it is the opinion of the undersigned that Mr. Evans is fairly entitled to the contract for the first class.

The examination of the samples exhibited in the second class (cloths) was confined to those of Mr. Bates, to whom the award was made, and those of Stettaner & Brother, as, in the opinion of the experts and in view of the fact that their bid was the lowest offered, their samples were most fairly in competition for the award.

Mr. Bates's bid for second class was.....	\$37,500
Messrs. Stettaner & Brother's bid for second class was.....	28,700
Difference in favor of Stettaner & Brother's bid.....	<u>8,800</u>

Triplicated it would be \$26,400, or over 23 per cent. in favor of Stettaner & Brother.

The weight of the evidence as presented to your committee clearly showed, as is believed by the undersigned, that the samples of Stettaner & Brother in this class were not only equal but superior to those of Mr. Bates by the amount of \$750, which, triplicated, would amount to \$2,250, thus demonstrating the actual difference in favor of the bid of Stettaner & Brother, having regard to both amount and value, \$9,550, or, triplicated, \$28,650, over the bid of Mr. Bates, to whom Mr. Commissioner Bogy has made the award.

In the third class (miscellaneous dry goods) the award of the Commissioner is also very wide of what the evidence seems to warrant. The award was made to Messrs. Farwell & Company, of Chicago.

The bid of Messrs. Farwell & Company was \$79,705, while that of Messrs. Stettaner & Brother, the lowest bidder in this class, was \$69,395, showing a difference in the amount of the bids \$10,310 in favor of that of Messrs. Stettaner & Brother, or, triplicated, \$30,930 in their favor.

As regards the actual comparative value of the goods, the evidence of the experts showed the very large difference of \$3,770 in favor of the quality and merchantable value of the samples furnished by Messrs. Stettaner & Brother over those furnished by Messrs. Farwell & Co. It will hence be seen that the real difference between the bid of Messrs. Farwell & Co, to whom the award was made, and that of Messrs. Stettaner & Brother, was the large sum of \$14,080, or, triplicated, \$42,240 in favor of Messrs. Stettaner & Brother, or about 18 per cent. Yet, strange as it may appear, the Commissioner has made the award to the Messrs. Farwell & Co.

Taking together the difference between the bids of those to whom the awards were made and those of the parties to whom the undersigned believe are honestly and fairly entitled to have the awards made, they stand thus :

First class, Evans over Bates.....	\$14, 350
Second class, Stettaner over Bates.....	9, 550
Third class, Stettaner over Farwell & Co.....	14, 080
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	37, 980
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or, triplicated to meet the terms of the contract, it shows the enormous difference of \$113,940 against the Commissioner's awards.

It is claimed that no award has been made on the fourth class, (hardware,) because of there being but one set of samples exhibited, and they were in many respects so deficient as not to justify the Commissioner in making any award. This class is left open for him to provide for either by private contract or by purchase in open market.

The undersigned leave it to the House to form its own judgment as to whether the conduct of the Commissioner in reference to the whole subject of the supply of Indian goods is such as to relieve him from all censure or animadversion. But in view of all the facts presented before your committee, it is the opinion of the undersigned that the awards for the supply of Indian goods under the advertisement of the Commissioner of Indian Affairs are fairly due to the following parties :

For the first class, to G. O. Evans, of Philadelphia ; for the second class, to Stettaner & Brother, of New York ; for the third class, to Stettaner & Brother, of New York ; and that any and all other awards should be set aside as a fraud upon the Indians to whom the money belongs, and for whom the goods are to be purchased.

Although there is some question as to the right of this house separately to dictate to any officer of the executive department of the government, yet the undersigned feel compelled to present, what in our opinion should be the expression of the sense of this house relative to this whole business, the following resolutions :

Resolved, That all contracts for goods to be furnished to any of the executive departments, or for the use of the government, should be awarded upon sealed bids, upon standard samples on file in such department as may require them.

Resolved, That the awards for the supply of Indian goods under the advertisement by Commissioner Bogy, of ———, 1866, for bids for the same, are justly and fairly due, for the first class, to G. O. Evans, Philadelphia ; second class

to Stettaner & Brothler, New York ; third class, to Stettaner & Brother, New York ; and that all other awards made or attempted to be made by the Commissioner of Indian Affairs or the Secretary of the Interior should be set aside and rejected, as unfair and unjust to other bidders and to the Indians for whose benefit the expenditure for the purchase of the goods is to be made.

Resolved, That the purchase of goods for the Indians by the Commissioner of Indian Affairs, through his relatives, at exorbitant prices and without any written requisition for the same as required by law, is deserving of, and hereby receives, the censure of this House.

Respectfully submitted :

ROSWELL HART.
SIDNEY CLARK.
R. T. VAN HORN.
J. H. D. HENDERSON.