

## LETTER

FROM

# THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

*In response to Senate resolution of February 6, 1889, correspondence relative to timber-cutting on the Chippewa Indian Reservation.*

FEBRUARY 23, 1889.—Referred to the Select Committee on Indian Traders and ordered to be printed.

DEPARTMENT OF THE INTERIOR,  
Washington, February 19, 1889.

SIR: I have the honor to acknowledge the receipt of the following resolution adopted by the Senate on the 6th day of February instant, to wit:

*Resolved*, That the Secretary of the Interior be directed to inform the Senate whether or not he has recently authorized the cutting of any timber on the Chippewa Indian Reservations within the La Pointe Agency during the present winter season under contracts not approved by the Commissioner of Indian Affairs or otherwise; and, if so, to transmit to the Senate copies of all orders authorizing such cutting of timber, with a statement of the reasons for issuing the same,

and in response thereto to transmit herewith copies of four communications addressed to the Commissioner of Indian Affairs, and bearing date, respectively, July 31, 1888, October 22, 1888, December 3, 1888, and January 29, 1889, which contain all orders given by me to authorize the cutting of any timber on the reservations mentioned during the present winter season.

In further reply I submit in the following statement the reasons for issuing these orders, as required by the resolution.

On the 13th day of March, 1888, I received, in a communication from the chairman of the Select Committee of the Senate on Indian Traders, a copy of a resolution adopted by that committee in these terms, viz:

*Resolved*, That a copy of the evidence taken by this committee concerning the Chippewa Indian allotments and timber contracts be transmitted to the Secretary of the Interior for his information; that his attention be specially called to the testimony showing that extensive lumbering operations are now being carried on upon the Chippewa Reservations, under contracts not yet approved by the Commissioner of Indian Affairs, by large gangs of lumbermen who are not Indians, in violation of the rules of the Indian Office, under which such contracts have been allowed to be made; and that the suggestion be farther made to the Secretary that it is advisable that orders be given by telegraph to stop immediately the cutting down of any more trees upon the reservations under contracts with the Indians until further orders from the Department.

The inquiry of the committee began on the 8th day of March, and, until immediately before that time, my attention had never been given to the subject of the logging operations upon these reservations, having

less than two months previously entered upon the duties of this office, and never in my previous life or business affairs having been led to know anything of these operations, the nature of the rights involved or the particular manner in which the business was conducted; so that, beyond the mere fact that logging was carried on, as for some years had been done, upon the lands of these Indians, I had no knowledge or information concerning the transactions, nor who were the persons concerned as contractors, what the terms of the contracts, the extent of the operations, or any of the circumstances connected with the matter. The information which the Indian Office possessed had already been given to the committee, and it was unable to furnish anything of importance beyond what was shown in the testimony taken by the committee during the previous five days, and then submitted.

The further cutting of timber was, therefore, in accordance with the suggestion of the committee, immediately and entirely stopped by telegraphic order, and I at once dispatched an Indian inspector of the Department with instructions to thoroughly examine and report the facts, not only in respect to all the matters suggested by the committee, but upon "every point which may be of interest or importance in connection with the subject." His report, with all accompanying papers and testimony, was subsequently furnished to the committee.

Subsequent inquiries and reflection have satisfied me that the order then made was a mistake, unjust and harmful in practical effect, and compensated by no sufficient, if any, resulting benefits. It imposed serious waste and loss, in some cases upon the Indians, and in others upon contractors. It left unfinished operations which would have been better finished then, and which required to be afterwards completed, in good business management, in order to relieve against loss and secure the best results from existing conditions. For this reason, roundly stated, authority was given in the orders mentioned to resume cutting, under certain modifications and restrictions to be mentioned, during the present winter. I submit in more detail the facts and the grounds for this conclusion.

The right to sell their pine timber is derived by these Indians from the fact that, under the treaty of September 30, 1854, with the Chippewas, allotments of 80 acres each have been made to various members of the tribes and bands therein designated, to whom, under order of the President, patents have issued conveying the fee-title, subject only to the restriction that the patentee "and his heirs shall not sell, lease, or in any manner alienate" the land patented without the consent of the President. To the extent of cutting and disposing of the standing timber this consent has been given through regulations which appear to have been first adopted by the Department in 1882, and under which logging operations have been carried on every year since. Assuming consent to be necessary for the disposition of standing timber when consent has been given, there may be question of the legal right of the Department to further interfere with the Indian owner's control and management of his property. Certainly, when the timber has once been severed from the land, it is absolutely his, especially since the enactment of the act of February 8, 1887, in which it is provided that—

Every Indian born within the territorial limits of the United States, to whom allotment shall have been made \* \* \* under any law or treaty \* \* \* is hereby declared to be a citizen of the United States, and is entitled to all the rights, privileges and immunities of such citizens, whether said Indian has been or not, by birth or otherwise, a member of any tribe of Indians within the territorial limits of the United States, without in any manner impairing or otherwise affecting the right of any such Indian to tribal or other property.

One of the privileges and immunities thus given the Indian, as enjoyed by other citizens, must be conceded to be the right of control and management of property indisputably his own. How far even consent may be necessary to warrant the Indian citizen in disposing of his standing timber, especially if it be desirable to cut it in the way of clearing the land for agricultural uses, needs not to be considered so far as the present explanation is concerned.

The mode of sale was provided by these regulations and directed to be followed in all cases. A form of contract was prescribed to be entered into by the Indian owner on one side and some person purporting to be a purchaser of the logs, when cut, on the other, and by its terms this contract provided simply that the Indian to whom a certain tract therein described had been patented agreed to cut, in a good and merchantable manner, into logs of a prescribed length and size, from the merchantable pine timber upon three-quarters of the described tract, a stipulated number of thousands of feet, board measure, *more or less*, and deliver the same upon the bank of a river named for a prescribed price per thousand, which the other party agreed to pay in installments proportioned to the deliveries, the payment being guaranteed by an accompanying bond with sureties, the expense of scaling on the bank to be equally divided; the contract to be valid and binding only when approved by the agent and the Commissioner of Indian Affairs, and not to be assignable.

Assuming this contract to represent the true relations of the parties, it appears plain that unless for some reason the agent or the Commissioner thought fit to discriminate between Indian owners and deny to some the right to sell (either altogether or during a particular year), the only points in approving this contract requiring the supervising care of these officers on the Indian's account were the price to be paid for the logs when banked, and the sufficiency of the security for such payment. It is plain, also, that the price to be so fixed must depend principally upon the character of the logs which the pine then standing in the forest would yield, and upon the manner in which the logs should be cut and delivered; varying, perhaps, to some extent also accordingly as the delivery was made at a higher or lower point on the stream, whereby the driving to market would entail greater or less cost. The determination of this price required, therefore, in each particular case, both expert and local knowledge, such knowledge as only the trained and skillful woodsman or "timber estimator" can obtain by going into the forest and carefully examining each tract of land, its circumstances, and location. This is obviously beyond the range of the usual powers of the Indian Office, and necessarily to be left to the agent practically, or to some special agent. This appears to have led to the usage which came to prevail of allowing cutting to begin and proceed every year without the Commissioner's formal approval of the contracts, in reliance upon the agent's approval.

This form of contract was delusive. However simple in theory, it has never, from the beginning, as now appears, represented the real relations of the parties in practical operation under it, and the circumstances of the business were such that it was practically impossible that this contract could be executed according to its terms. It would have been an unwise contract for the white owner of but a single 80 acres of land, unless himself a practical logger and provided with the necessary equipment. The Indian could not execute it directly, and never appears to have attempted it; but the form of the agreement has imposed upon him the risk, and apparently in many cases from the beginning the

reality, of failure to secure the full value of the pine timber upon the land. To render these statements easily acceptable, and also to understand the action taken, require a view of the methods and necessities of the logging business upon these reservations.

The pine-bearing lands of these reservations lie in the deep forests of northern Wisconsin and Minnesota. These forests are heavily timbered with various kinds of trees, including maple, oak, birch, elm, poplar, hemlock, and balsam, as well as pine; and the pine trees are usually interspersed among others, and constitute but a small part of the entire body of timber upon a single allotment. It is said there are comparatively few tracts upon which the pine constitutes the greater portion of the timber. These forests are penetrated by small streams, tributaries of the larger rivers below which furnish the means of transporting or "driving" the logs from the forests to the mills, oftentimes far distant. The difficulty and cost of hauling heavy logs through the forests are such that, obviously, the price or value of the standing pine timber upon any tract will depend in considerable degree upon its distance from the driving stream.

The method of logging requires also to be attentively considered. It is necessary that the operation should be conducted with every circumstance of economical management which long experience in these forests has taught the practiced logger; or otherwise it will happen, as is not infrequently the case, that the heavy rate of expense necessary to be supported will consume the value of the logs when banked. A camp must be prepared many miles from towns or settlements, and a suitable house built for the maintenance of many men during the winter, as well as a stable for the draught animals; roads must be constructed through the forest and to the driving stream, sometimes miles distant; teams of horses and oxen, vehicles for hauling, and the various implements of the business, must be obtained, and provision of food for the camp secured; besides which, the engagement of the necessary labor, whether white or Indian, demands a responsible employer. The number of men in an ordinary camp ranges from twenty to a hundred, and the average expense for the winter of such a camp exceeds, it will be generally found, \$10,000. The camp requires for successful operation several persons specially skilled in the business, besides a foreman and a cook, who command high wages; and, withal, a diligent and zealous management; all of which is shown in the testimony taken by the committee.

It hardly need be said that the capacity of the ordinary Chippewa is unequal to such requirements; at least, his capacity as limited by his want of education and inexperience in business affairs. Besides this, he possessed neither the necessary equipment of cattle and implements, nor the money or credit demanded. It would require, in many cases, more than the value of the timber on a single allotment to provide the teams, vehicles, and implements requisite for a single camp. The expectation that all the Indian land-owners would so provide themselves for the purpose of logging their respective allotments could not be seriously indulged by one familiar with the nature of the business and the circumstances of the Indians.

It has resulted necessarily, from the beginning, that in actual fact the nominal purchaser of the Indian's logs was a practical logger, who, despite the form of the contract was really employed by the Indian to cut and bank his timber, who managed the business, furnished generally the entire equipment, hired the labor, paid the expenses, and charged all the cost to the Indian as a part of the price stipulated in the contract to be given for the logs on the bank. If he conducted the busi-

ness thriftily and accounted honestly, and the price for the logs was just, the Indian received all that could be fairly deemed his due for the timber on his land.

But the vice of this system is manifest. The Indian owner bears all the risks of poor management, accident, mischances of weather, over-reaching, and whatever else may swell the cost of delivering the logs on the bank, subject only to the correction of the agent in supervising the final settlement. Freed himself from these risks, which are usually all his own, the logger is under a less incentive to thrift and industry, and the cost of the camp may well be expected to be somewhat more in proportion to product, and the net return to the land-owner somewhat less. Such considerations, open to reasonable forecast and approved by experience, compel all prudent owners of small holdings, who do not enjoy the paternal guardianship of Government, to sell their pine standing for its stumpage value, which the competition of loggers usually raises to nearly and sometimes beyond the market value of the banked logs, less the actual cost of cutting and banking them.

Indian labor exclusively, or nearly so, was required in the lumber camps by the regulations, even, apparently, if better and cheaper white labor was at hand. It was a rule of theoretical excellence, but practically, as will readily appear, it was at the cost of every Indian owner to whom the rule was applied. These Indians have not been bred to habits of industry, nor taught to subordinate their feelings and ways to the requirements of business. They could not but be expensive laborers when employed under a rule which protected them from competition; and it is said that they were sometimes willful in failing to continue at their work and in observance of the necessary requirements. To whatever extent the cost of production has been so increased in any case, the net return to the Indian owner was diminished under this contract; and his enforced contribution to the support and industrial education of others of his tribe has resulted from the exercise of authority which, if imposed upon white men, would be deemed despotic. Trustworthy witnesses state that the rule begets exorbitance in demand and indifference in work on the part of the Indians, and that better results to them in every point of view attend the practice of hiring the best and cheapest labor, leaving Indians and whites to the fair emulation which makes the former strive to be skillful, industrious, and faithful forest laborers, as they are entirely capable of becoming under proper influences.

It has seemed to me that the better rule was to require Indian labor to be employed whenever it could be done fairly and without disadvantage. In fact such is the extent of business conducted throughout these forests, outside the reservations, that the demand for laborers of itself affords to the Indian abundant opportunity for employment; and it is well known to all acquainted with the facts that, so far as the Indian is willing to work, he is, in the winter season, abundantly provided with opportunities for it, and that these people avail themselves freely of such opportunities.

Another condition of this business requires notice, both as explaining a prevailing practice and as showing still further the difficulties which limit the Indian's own conduct of the logging operation. A logging camp can be most economically applied to cutting, during a single winter season, three to five million feet, board measure, of logs, if within the neighborhood, and may be extended to almost double the quantity; while the average of a single allotment appears not to exceed, if to equal, a half-million feet, and the agent says is only about 400,000 feet.

It is plain, therefore, that it is to the advantage of the owners of different allotments in the same vicinity to employ the same logging camp, by which means the cost of equipment and roads is distributed and diminished to each of the several owners.

It also results from these facts and conditions that when a logging camp is established in the neighborhood of an allotment it becomes to the advantage of the owner of the allotment to avail himself of that opportunity to cut and dispose of all his pine; because if other owners thereabouts then dispose of theirs, and his is left standing, it would require a proportionately greater cost to establish and maintain a camp for the purpose of logging a single allotment only, and oftentimes the timber remaining might be of too small value to justify the separate establishment of a camp for that purpose. Consequently it has been the practice, supported by manifest reasons of advantage to the Indian owner, that the same logger has made contracts with the different allotment owners in the same vicinage, varying in number, naturally, accordingly as there were more or less allotments accessible and according to the quantity of pine which they contained. The contractors who engage in this business must necessarily be possessed of considerable means, and are, with but few exceptions, men of integrity and ability, experienced in the business of logging. Sometimes the same concern may have more than one camp, and thus come to make a considerable number of contracts.

When cutting was stopped last March, so nearly as I can now discern the facts, there were employed on the reservations in Wisconsin, where alone has any cutting been authorized during the present winter season, some seventeen different loggers, firms, or companies, all of good repute, means, and experience, and some of them among the foremost citizens of Wisconsin in personal standing and character. It was wise in the agent to prefer such contractors for the Indians, so far as he did or could exercise any influence in their selection. They were all engaged by contracts in the form prescribed by the regulations of the Indian Office, and they were pursuing the business in substantial accordance with the methods which had prevailed during the previous year. All the contracts had been approved by the agent, but, as in former years, none had been indorsed, before cutting commenced, with the approval of the Commissioner of Indian Affairs. Yet it might well have been supposed, as it was, from the fact that the same course had been pursued for years with the knowledge of the Indian Office, that this point was entirely immaterial and unnecessary to the performance of the contracts. As to all these contracts for pine upon approved allotments belonging to the Indian owners, I have not been able to discover any good reason requiring the peremptory cessation of their execution which would not apply to every case of similar contracting during previous years.

The testimony taken by the committee and all the information at hand tend to show the prices named in the contracts to be as good as or better than in former years; that the business was being conducted in a similar manner, and at least as economically, and with the promise of as fair results to the Indian owners. My judgment, already expressed in the last annual report of this Department, does not approve the method of disposition and contracting which the regulations required, because it fails to truly recognize and provide for the actual relations which the parties necessarily sustain, and opens an avenue to, if not almost allures, reprehensible abuses beyond the power of the agent to altogether detect or correct. But in March last, when the execution of these contracts was interrupted, the camps had been in full operation

during the winter; much pine had been cut from the allotments under contract; the cost of building camps and roads and of the equipment for the entire winter had been incurred; the labor of many men engaged, and the logging operations were actively in progress, with the expectation of completing, during the month or more possibly remaining available, the work engaged to be done. Necessarily, the complete and unexpected suspension of further cutting imposed waste and loss, and, as I have shown, this could not but fall upon the Indian owners, when settlements came to be made upon the basis of the contracts.

There appear to have been contracts made in some cases by Indians who had only selected or claimed for allotment lands under the treaty, and where the allotment had not yet been approved by the President. It is said that this has been suffered to be done for years, because, where the right of an Indian to an allotment under the treaty was clear, so that the subsequent approval would follow in due course of business, this would render the transaction but a beneficial anticipation of the legal title. Notwithstanding this, the contracts in such cases were clearly unjustifiable, because the Indian claimant was not yet entitled to a patent, nor authorized to contract. The official evidence of all allotments being in the Indian Office, these contracts might have been easily compared therewith, and should have been promptly disapproved for this reason, and the agent informed of it and instructed accordingly. On none such has any cutting been allowed by the orders for this winter, nor upon any, unless the Indian has either received his patent or it is due to him as if issued, because the President has approved the allotment, so that nothing remains to be done but to issue the patent, which has always been the rule.

A greater number of contracts was entered into for the cutting and disposition of timber during the last winter than before, and this seems to have been considered a point of serious criticism. It was, however, as it appears to me, a natural result, arising from the recent development of that region, which has been very great during the last four or five years through the completion of railroads, whereby it has been made accessible; from the improvement of driving streams; the construction of "tote" roads, by which logging could be conducted more easily; the building of mills much nearer to these lands, and the increase of settlements. Precisely the same conditions have affected these as other lands on which pine grows. It will be seen, by examination, that up to last winter the number of contracts regularly increased each year. It is the universal rule, apparently, that the owners desire to realize the benefits of their timber in money when the lands become accessible, so that the pine may be removed to the best advantage. This has caused the almost complete clearing of the pine woods of Michigan, and a very highly-increased activity and production in that region of country where these reservations are situated.

Indian land-owners are like others. They desire to realize the benefits which the money resulting from the sale of their pine will bring them—gratifyingly shown, in many cases, in comfortable houses, horses, and wagons, implements of labor and the like, as well as in the disposition of the Indian and his family to support themselves by labor. If the business be well and beneficially conducted, and just results be secured, there appears to me no sufficient reason for denying or postponing to one family the enjoyment of these advantages which another with but an equal right is afforded the opportunity to possess. If it be a good thing for one Indian family to abandon the bark shack or wigwam and live in a comfortable house, it is equally to the advan-

tage of others to do the same thing; and it would appear that the Indians, as a whole, were progressing accordingly as more, rather than less, families changed in this way their modes of life. It is also to be observed that, as already stated, the land upon these reservations upon which this pine grows is chiefly covered with hard-wood timber. It is, therefore, agricultural land, or at least capable of excellent agricultural uses when cleared of the timber. It is of no use to the Indian while the forest and the pine stand upon it. It is even a positive disadvantage to him, because it tends to continue the condition of life from which all the agencies of the Indian service seek to wean him. So far, then, from its being a point of criticism or disadvantage to the Indian or otherwise, in any respect, that many Indian owners were selling their pine, it appears to me that to whatever extent it was useful to any so to sell and dispose of their timber, it was useful to all, and that the fact of a greater number of contracts only signified, provided they were fair in terms and fairly performed, that more Indian owners were realizing the advantages which had been sought for them by the regulations which authorized them to sell their pine at all.

The removal of the pine from the lands belonging to Indians in severalty is no more to be deplored, if they have enjoyed fair compensation for its value, than the clearing of the forests everywhere before civilized improvement. It might, of course, happen in some particular instance that, owing to special circumstances touching the Indian personally or his family, it would be unwise to permit him to sell. But as such circumstances must necessarily be ascertained by and known to the agent, his judgment upon that point would almost inevitably be accepted by the Indian Office. Nor does there appear to have been any point of objection of this kind to any of the contracts in question. It was too late, as it appears to me from these considerations, beyond all question, at the time when the cutting was suspended last winter, to apply the neglected regulation which required the approval by the Commissioner of contracts made for work upon lands belonging in fact to the Indians by allotments approved under the treaty; that, at that time, the status was practically established beyond recall without serious injury to the Indian, upon the basis of the contracts as made, and that all reasons which go to the best results to the Indian under that system of contracting required that, under the circumstances, the work should have continued until the winter's end accordingly.

They show, also, that all the losses which were in cases of this kind sustained, and can not but have been considerable, fell inevitably upon the Indian owners whose own contracts for the disposition of their own property the Government undertook to supervise, with superior wisdom, for their greater benefit; except only in such cases as the contractors, in reliance upon their right to proceed, had advanced moneys for the expenses of camps, roads, equipments, labor, or provisions, or sometimes to the Indians in anticipation of stipulated payments, in excess of the value of the logs cut on their allotments. This happened in many cases because, as already noted, the same logger contracted with many different allottees in the same neighborhood, and as the cutting was ordered with reference to the most profitable results, the work was in different stages of progress upon the various tracts, within the range of the camps, and upon some, perhaps, few trees had been felled at the time of suspension. The agent states that the aggregate advancements by the contractors to the Indians, in all such cases where an insufficient quantity of logs had been cut, amounted to \$25,000.

The theory of the instructions follows naturally upon these facts.

Complaints to the Department of the injuries sustained by and on behalf of both Indians and contractors were freely made, and demand was pressed for a determination of the course to be pursued during the current winter.

In all those cases where roads and camps had been built and the pine partly cut upon the allotments, it is manifest the Indian would be a gainer by making use of them during the succeeding winter, when they would remain available for use with but small cost of repair. In others, where, in good faith, advancements had been made to the Indians upon fair contracts beyond the value of the logs cut, justice required, in view of the usages before prevailing, approval and performance. To elicit the necessary information touching these and other cases, the accompanying communication, under date of July 31, 1888, was sent to the Acting Commissioner of Indian Affairs, to which the response of the agent, under date of August 23 was received, which is also herewith transmitted. This communication was not transmitted to the Department from the Indian Office until the 20th of October, when the letter of instructions, dated October 22, 1888, was returned to the Commissioner; the purpose of which was to require consideration of such contracts only as had been made during the preceding year and the performance of which had been interrupted by the order of March 13, 1888, and to authorize the fulfillment of such of them only as were in all respects proper for approval.

Afterwards the Department received the communication from the Commissioner of Indian Affairs, under date of December 1, which is herewith transmitted, to which the accompanying communication, dated December 3, 1888, was returned. It remained the purpose of the Department to permit no new contracts, unless in some special case where the land was so contiguous to a camp established for the completion of existing approved contracts that it was especially desirable to secure the advantage for the Indian owner, and then only on such terms as appear to me most to his advantage. The Commissioner informs me that in fact, however, no contracts have been made except in modification of those previously existing, in accordance with the instructions given and the new form prescribed to give them effect; that all such modified contracts are upon reservations in Wisconsin, and all the logging operations thereunder are in fulfillment of contracts under which cutting was suspended in March, 1888. The form of amendment to the contract was such that the Indian was made secure of the stumpage value of his pine, while retaining all the rights before possessed, and the title of the logs was held to him until full payment.

It will also be noted that this letter dispensed with the former regulation which required one-fourth of the pine timber upon each allotment to be reserved from cutting, by directing that upon every allotment under contract all merchantable timber be required to be cut which may be so situated as to be advantageously hauled and banked. This will in nearly every instance take all. The superseded regulation is a striking evidence of the valuelessness of a good theory in conflict with variant facts. The reservation of "one-fourth of the timber in a compact body intact" was explained to be made "for future use for fuel, fencing," etc. In point of fact, as before stated, the white-pine trees on these reservations stand almost invariably interspersed among forests of hard wood, which provide far better fuel and rails for fences, pine being of little value for the latter use except after being sawed at the mill. Thus the reservation was nugatory for the purpose proposed. And the value of such a reserved body for future logging would be materially impaired, because

the quantity so remaining upon an average allotment would be so small that the expenses of establishing camp and making roads for its removal must seriously reduce the stumpage value or the share of the land-owner in the product. There is also a highly increased risk of destruction by fire in consequence of the inflammable rubbish left after cutting out the body of the tree. The removal of all that may be conveniently removed ought, in wise management, to take place while the logging camp, established for the winter's cutting, is in full operation. In fact, however, the regulation was never respected, and cutting has ever been substantially as now directed.

After instructions given for this winter, upon one occasion in December the Commissioner of Indian Affairs verbally advised me that he had received a number of agreements in renewal and modification of contracts for the previous winter which remained uncompleted; but the subject was not otherwise particularly brought to my attention by the Indian Office, and it was supposed that, after due approval in all proper cases, the transactions of the winter were proceeding satisfactorily. Late in January, however, the Department was advised that all work of every sort had been suspended upon all reservations, because no approval of any of the contracts had been notified to the agent, but yet logging had been commenced by the contractors, as in former years, without awaiting such approval. This action, and voluminous correspondence and papers upon the subject, were submitted to the Department by communications under date of the 26th and 28th of January, and after consideration thereof, the letter of January 29, herewith accompanying, was transmitted to the Indian Office.

Little need be added to what is therein and hereinbefore stated in explanation of the action suggested to the Commissioner. The point of uncertainty which operated to delay his approval was, as he has informed me, only the sufficiency of the prices stipulated to be paid, in respect to which he found himself without other information than was shown by the contracts themselves and the agent's report. As has been before remarked, this point demands both expert and local knowledge, which it is impossible the Indian Office should possess independently of the reports of the agent, unless a competent special agent makes inquiry upon the ground. For that reason it would have been, perhaps, better, in view of the lateness in the season when the contracts were renewed, to have adopted in the beginning the rule for the winter which is in the last letter prescribed, that the work under the contracts should, if the contractor submits to take the risk, proceed subject to the Commissioner's modification of the price on approval. Thereby the business would sustain no loss by delay of work and sufficient time be afforded the Commissioner to pursue, by his special agent, whatever particular inquiry was deemed essential to safe judgment.

The necessity that the contractor should begin at the earliest possible time in the winter must be plain to whosoever considers the circumstances attending logging operations. It is an absolute condition of a reasonable performance of the contract. Delay increases the cost, diminishes the opportunity of completion, and, in many ways, puts in jeopardy the prosperity of the undertaking.

But, inasmuch as the work under these contracts was again in progress and but partially completed, the same considerations which demonstrate, as I think, the un wisdom of the interruption of the previous year apply with increased force; because the operations are now in progress under amended contracts which contain further stipulations and safeguards of benefit, and which are limited to the proper cases where the

disposition of the timber ought to be made for the welfare of the Indians. And notwithstanding the work had again been begun before the approval of the contracts by the Commissioner, the circumstances render it too late to impose that requirement as a condition precedent to their execution during the present winter.

To again drive the contractors and their forces of teams and men from the woods, permitting them only to remove the logs already cut, and to impose on these the disproportionate share of the winter's expenses which they must so sustain, would be to practically finish the destruction of the prospects of the Indian land-owners affected of realizing substantial results from their timber. Moreover, the cost of every day's interruption diminishes the amount which they would otherwise derive. On the other hand, if the timber be cut and removed while the appliances for so doing in a fairly economical way are at hand, and the power is reserved to the Commissioner to see to it that the Indian receives in a fair price his full share of the product, the best result is secured which can be regarded as attainable in the circumstances.

No risk of failure to obtain the proper price which the Commissioner shall fix is undergone. The title to the logs remains in the Indian under the present contracts until payment, and delivery may be withheld from the contractor, either on the banks or in the boom, until the full sum proper to be paid is received.

These are the reasons, although but inadequately presented, which governed the issuance of the orders for the allowance of timber-cutting on the reservations in Wisconsin during the present winter, and which, with added reflection, approve to me the policy pursued as the best which was open to the choice of the Department.

It should be, perhaps, added that efficient measures have been taken to discover all trespasses committed and to seize the logs, if any, which have been unlawfully cut. There is no information, however, to lead to belief of any trespasses except upon the Fond du Lac Reservation, in Minnesota, during this winter.

The pressure of other duties, and the necessity of some review of the papers and testimony, have delayed the preparation of this communication beyond my expectation.

Very respectfully,

WM. F. VILAS,  
*Secretary.*

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,  
*Washington, January 29, 1889.*

SIR: I have considered your letter of the 26th instant relating to the logging operations on the reservations connected with the La Pointe Agency, and have made such examination as I have found time for of the correspondence and contracts submitted by your letter of the 28th, received last evening. It appears that, in pursuance of the instructions of the Department under date of the 22d of October and the 3d of December last, a considerable number of contracts have been renewed or made between Indians owning approved allotments and various different persons engaged in the business of logging, stipulating for the conduct of logging operations on the respective lands mentioned in such con-

tracts, and that in all cases these new contracts contain an express stipulation for the payment to the Indian of at least a certain assured price for the timber taken, leaving also a further margin of possible gain to the Indian of whatever may be secured beyond that, if anything, under the old form of contract.

Bonds have been given by the contractor in every case, also, as required, to secure the payment of the price stipulated absolutely to be paid. The price in every instance has been agreed upon between the Indian owner and the logger, and the agent, who is familiar with the business and the country, appears to have approved the price in every instance as reasonable and fair and to have stated reasons upon which his judgment is based. These contracts were all made with the design of being executed during the present winter and, accordingly, it appears that the contractors made preparations, as they were bound to do, immediately after the execution of the contracts for the necessary work to fulfill them. The nature of the business is such that large outlays must necessarily be made by the contractors to accomplish the work. Logging camps have to be established in the woods, not unfrequently at considerable distances from the source of supplies; a considerable equipment of teams, tools, and material to be provided; logging roads in many cases to be cut; and a large number of men, many of them experts in the business, to be employed.

It is obvious that prudence requires the loggers to begin their work as early as possible, generally before the winter sets in; and that whenever they are delayed additional expense is caused. Whatever increases the expense of the fulfillment of these contracts diminishes the chance that the Indian may realize gains in addition to the stumpage value of the timber, which, under the new contracts, has been sought to be secured to him absolutely without risk. The consequence of delay under these contracts is one which therefore falls in part upon the Indian owner, and if such expense be much increased, may be very heavily visited upon the logger under the new contracts which stipulate an absolute price for the stumpage to be paid to the Indian. It was with a view to this condition that the following quoted clause was inserted in the letter of instructions of the Department to you on the 22d of October, viz:

Immediate consideration should be given to all cases of contracts existing, and approval of those which should be approved should be made at the earliest possible date, and instructions given to the agent in regard to the execution of the contracts, or the execution of so much as remains to be done for their full performance. The lateness of the season requires this to be done with the greatest expedition in order to prevent injury to the Indians.

This clause was introduced in view of the direction that the agent should be instructed to permit no cutting of timber to be done until you had considered and approved the contracts. It appears to have been the usage of the Indian Office during many years to impliedly, at least, allow the contractors to proceed after the contracts were made with the Indian owners and approved by the agent, without waiting for the approval by your office. Necessarily this course had to be pursued by the contractors, unless approval was promptly made by your office; and this becomes especially true when the contracts were, as in the present case, made late in the fall, and even after the beginning of the winter. It appears from your communication that you have so far advised the agent of the approval by you of none of the contracts, although the period within which their execution could possibly be completed has now perhaps half passed away; and it appears further that

in reliance upon the expectation that these contracts which had been modified in accordance with instructions, and their performance secured by sufficient bonds, would be promptly approved, the contractors have not only perfected their preparations, but begun cutting the timber in accordance with them. All this work has been stopped by your orders to the agent, because you have not yet notified him of your approval of the contracts. In his recent report, dated the 22d of January, the agent says :

The contractors, with large and expensive outfits on their hands, have been compelled to wait over two months in suspense, their expenses eating up their profits and impairing their credit. I notified all of them what the instructions of the Department were in regard to cutting before contracts were approved, and more than that I could not do. Loggers can not commence to log the 1st of February and make any money, and relying upon the instructions of the Indian Office that Indians who owned timber could sell it, and knowing that they were cutting in good faith and were ready and willing to pay all the timber was worth, I presume they went on to prepare their roads and get the logs skidded ready for hauling when the snow would come. Very little hauling had been done, and most of the timber cut is still in the woods. The winter is an open one, and the order to stop hauling the logs already cut and skidded means ruin not only to the contractors, but also to many merchants and mill-owners in towns adjoining the reservation. Now is the most valuable time, for the snow is very light and likely to go at any time, and when once gone it will not come again. The logs left in the woods will become food for the worms and flames.

Generally speaking, these statements are probably well supported by the facts. Unless the operations contracted for under your orders can be conducted to completion during the present winter, not only will the Indians suffer much loss in being deprived of the gains they might otherwise make, but doubtless the distress of the contractors and parties involved will be serious. Under these circumstances, it seems to me that the proper course to pursue is to give immediate attention to the question of approval of these contracts. The explanations furnished by the agent, so far as I have been able to examine them, appear to be reasonable, and, if the statements made are true, the prices to be fair. I see nothing disclosed to awaken any suspicion in regard to the sufficiency of the price. There is great difference in the value of different bodies of timber, and the price is also necessarily much affected by the location of the timber, the distance from the streams upon which the logs may be driven in spring, and other circumstances affecting the cost of cutting and driving logs to market.

If, however, you entertain in any case a doubt as to the sufficiency of the price, upon which point alone I suppose the approval to be in suspense, since in all formal particulars the contracts appear to be in accordance with your instructions and to be sufficiently secured, I suggest that you send a competent special agent, at the earliest possible date, to the reservations, and direct him to make the necessary inquiries and report which will furnish such information as will satisfy you upon this point, and also upon any others in regard to which you may desire further information. If you have no special agent who is sufficiently acquainted with the subject, I will detail an inspector for the purpose. On this point I will thank you for immediate advice, so that no delay shall ensue.

Meantime, in view of the facts that the Indian owner, the party chiefly interested in a good price, has agreed upon the price mentioned in these contracts, respectively, that these Indians are generally well informed in respect to matters of this kind and watchful to secure good terms in their dealings, and that the agent has reported the prices named to be fair, and also in view of the facts that the winter is already so far spent, of the great outlays which have been made by the con-

tractors, and of the serious consequences which must ensue from the interruption of the contracts, and of the loss which every day's interruption at this time causes, I think that the operations which have been begun in fulfillment of these contracts upon approved allotments, which belong to the Indian owner absolutely, should be permitted to be at once resumed, subject to your approval of the contracts hereafter, with such modification of the price, if any modification be found necessary, as may be demanded in your judgment. This course will relieve the present difficulty, will leave the title and possession of the logs still in the Indian and subject to the control of the office and agent, and appears to expose the Indian owner to no risk of injury, and to leave his rights still fully under the guardianship of your office.

Such an authorization must be limited to the fulfillment of the contracts mentioned in the instructions of the Department to you under date of the 22d of October and the 3d of December upon this subject, being such contracts only as have been made in accordance with the forms and instructions furnished by you and for timber only upon approved allotments.

If any cutting has been made upon any other lands or by any persons upon any lands not authorized by such contracts, the orders to stop it must be rigorously enforced. If, however, logs in any considerable quantity have been cut under such circumstances it would appear to be wise to allow them to be hauled to the banks for driving in the spring, being carefully and properly marked so as to determine and preserve their identity, if the persons who have cut them are willing to undergo the risk of the expense. This course is necessary to preserve them from loss for the Government if they prove to belong to the Government and no justification can be given to your office for the supposed trespass.

Your letter indicates no such cutting upon any reservation except the Foud du Lac Reservation. Upon this, a communication from you to Agent Gregory, under date of the 17th of December, indicates that at least nine contracts, with a contractor named Patrick Hines, are upon approved allotments, while other allotments have been approved which it seems another logger by the name of Gowan is reported to have some contracts upon. There appears reason to suppose that these persons have been cutting upon lands not contracted for or not allotted so as to be within the terms of the instructions. The extent to which this has been done does not appear, and inasmuch as the agent reports all cutting stopped upon this reservation, it seems best to await report upon the facts before directing any special action in regard to that reservation.

It needs not to be said that proceedings to protect the interests of the United States and to punish violations of the laws should be taken by the Department of Justice, when occasion requires. But before this Department requests the action of the Department of Justice, it is usual and necessary to procure such information as will enable the Department of Justice to proceed intelligently. It is this Department which is provided with special agents and inspectors for the purpose of ascertaining the facts requisite to authorize the institution of proceedings, and when such facts can be ascertained and the names of witnesses secured, proper action will be taken. For this purpose the special agent or inspector who may be sent, under the previous suggestions in this communication, should be instructed to make the necessary inquiries.

A nomination is pending before the Senate of a person to be agent at the La Pointe Agency who is believed to be amply qualified for the duties of the office, and who is acquainted with the country and the busi-

ness. I know of no special agent in the service who has any such qualifications as the present agent possesses; and, notwithstanding that agent's earnest request to be relieved, several times repeated, I doubt if the interests of the service and the Indian would be promoted by placing any special agent of your office in charge of that agency at this time. It may be hoped that the nomination pending will soon be confirmed, and that any inconvenience resulting from present conditions will be relieved thereby. The various reservations under the Government of the La Pointe Agency are scattered, and each at considerable distance from the agency. Several of them are of large extent and substantially covered with forests. The Bad River and Red Cliff Reservations lie nearest to the agency, the first being some 8 or 10 miles distant, the second 20, by water. The Lac du Flambeau Reservation is about 50 miles distant; the Lac d'Oreilles about 40, and the Fond du Lac Reservation about 75.

The immediate care of the large reservations is in the hands of the farmers, and their respective situations render it difficult for the agent to give personal attention to the details of this business upon the ground. Necessarily he must rely upon the aid of the farmers. He appears to have communicated the instructions of the office to the contractors and the farmers, and to have given effort and attention to secure action in accordance with those instructions. Action in respect to this matter will be deferred for a short time to await the disposition by the Senate of the nomination pending before it, which it is hoped will soon relieve the difficulty.

If there be any further matters requiring advice or instruction from this office, your submission of them will receive prompt attention.

The contracts and correspondence submitted to me are herewith returned.

Respectfully, yours,

WM. F. VILAS,  
*Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS.

---

DEPARTMENT OF THE INTERIOR,  
Washington, July 31, 1883.

SIR: From the consideration which I have given the matter of sale of pine timber from the lands of Indians, I am satisfied that the regulations under which this important business has been conducted are not such as to secure to the Indians the full value of the timber cut and sold from their lands.

For the purpose of adopting proper regulations and making seasonable arrangements for the cutting of pine timber on Indian allotments, you are hereby directed to call upon the agent for the La Pointe Agency, Wis., to ascertain and report to your office in time for the information to reach you not later than August 25 next, the names of the Indians to whom lands have been allotted, and who are in possession of their patents therefor, who desire to dispose of the pine timber, or a portion thereof, from their patented tracts, the character, condition, and probable quantity of the timber upon each of such tracts, and whether it is desirable and for the best interest of the respective Indian patentees that they should be allowed to dispose of their pine timber, and also whether as to any of said patented tracts the contracts made for cutting the timber therefrom last winter have not been completed, and if so,

which of them, and whether it is desirable and proper that the completion of said contracts or arrangements, or any of them, during the coming winter should be permitted.

The agent should exercise care to prevent the Indian patentees from disposing of all the timber from their allotments. Enough should be reserved for domestic and farm purposes.

No timber will be permitted to be cut and disposed of under any circumstances from any lands except the tracts which have been allotted to Indians in severalty, and for which the respective allottees have received their patents.

Immediately upon the receipt of the information thus called for, it should be submitted to the Department for further instructions in regard thereto.

Very respectfully,

WM. F. VILAS,  
*Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS.

---

DEPARTMENT OF THE INTERIOR,  
*Washington, October 22, 1888.*

SIR: Referring to your letter of the 20th instant, accompanied by report of J. T. Gregory, Indian agent at the La Pointe Agency, and various sheets making tabular statement of contracts said to have been made during the year 1887 between various contractors and Indians on the Lac Court d'Oreilles, Lac du Flambeau, and Bad River Reserves, in Wisconsin, and the Fond du Lac Reservation in Minnesota, all under his agency, I have to direct, at the present time, as follows:

(1) The agent should be immediately instructed to send to your office all contracts in his office, or within his control, which have heretofore been made between the Indians and any contractor, and he should be instructed to permit no cutting of timber to be done on tracts of land embraced in such contracts until you shall have considered and approved them.

(2) You should instruct the agent to furnish you with a correct description and all other necessary particulars of the lands reported as having been contracted, and which upon this tabular exhibit lack description or other features of identification.

(3) Advise the agent by letter of the several descriptions of land for cutting timber upon which contracts are reported as having been made which have not yet been allotted, or where allotments, if made, have not been approved, and instruct the agent to prevent all cutting of timber thereon until the allotments shall have been finally approved.

(4) At the same time direct the agent to give full particulars of what has been done by contractors in each case of reported contracts upon lands which have not yet been allotted, or where the allotments have not been approved, and in such full detail as to enable the office to have a complete view of all the facts and circumstances.

(5) These sheets show that many allotments have been approved by the President which have not yet been patented, although a considerable time has passed, in many instances, since the allotments received the approval of the President. Unless there be some reason not shown by your communication and report, the patents should be immediately issued in accordance with the information and approval.

(6) Immediate consideration should be given to all cases of contracts

existing, and approval of those which should be approved should be made at the earliest possible date, and instructions given to the agent in regard to the execution of the contracts, or the execution of so much as remains to be done for their full performance. The lateness of the season requires this to be done with the greatest expedition in order to prevent injury to the Indians.

The lists are herewith transmitted for your use.

Very respectfully,

WM. F. VILAS,  
*Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, December 1, 1888.*

SIR: Referring to your communication, dated October 22, 1888, upon the subject of logging operations on the Chippewa Reservations attached to the La Pointe Agency, Wis., I have the honor to report that under date of October 29, 1888, I instructed Agent Gregory as follows:

In cases where contractors were prevented from completing their contracts, by reason of office telegram of March 13, 1888, said contractors, who so desire, may be permitted to cut timber sufficient to complete their contracts, but each contractor must file a statement in due form, that he was, by reason of said telegram, prevented from completing his contract, and a further statement of the amount of timber he was authorized to cut by the terms of his contract, and the amount necessary to complete said contract; this permission to be confined exclusively to tracts which have been allotted and the allotment of which has been approved by the President. The statements above required, with your approval indorsed thereon, should be forwarded without delay to this Department for consideration and approval.

I am now in receipt of a communication from Agent Gregory dated November 23, 1888, with which he transmits lists of uncompleted contracts between Joseph Allen, A. M. Sherman, C. H. Henry, and Cosgriff and Gilbert, and certain Indians on the Lac du Flambeau Reservation.

Each of these lists gives the name of the vendor, the date of the contract, the description of the tract from which the timber was to be cut, the amount of timber the contractor was authorized to cut (in each case given as "all the pine"), the amount cut (in some cases given as "part" and in the remainder as "none"), the amount to be cut, and the amount advanced to the vendor by the contractor.

Each of these lists is sworn to by the contractor, who also swears that he was prevented from completing his contract by reason of the telegram from this office of March 13, 1888.

Each contractor embodies the further statement in his affidavit:

That the said lands are covered by a growth of pine and hard wood timber, in which the hard wood generally predominates; that there is sufficient hard wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such use than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adapt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in.

The contractors ask that they be permitted to complete each of their contracts during the present logging season, under the superintendence of the Indian agent, and that under such superintendence they may apply as part payment for the logs so obtained the amount which each Indian seller is respectively owing the contractor for advances heretofore made under such contracts.

To each list is attached the certificate of Agent Gregory, that he approves of the statement and all matters therein contained, and that he is satisfied.

That full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians, and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by tree tops and refuse left on the ground, and it is desirable in all such cases that the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians, respectively.

In a few of the cases included in these lists the lands have not been allotted, and in some cases no contracts are on file in this office.

None of the lands covered by the contracts have been patented, but, with the few exceptions above referred to, they have been allotted and allotments approved by the President, from the date of which approval the title is regarded as vesting, the patent being merely *evidence of title*.

I should not hesitate to permit contractors to complete such unfinished contracts in the accompanying lists as cover allotments approved by the President, but they have requested an important modification of their original contracts, and one which I do not feel authorized to grant without your special direction.

The regulation of the Department upon this subject, embodied in a letter to Hon. Angus Cameron, dated October 9, 1882, is as follows:

The timber should not be cut to waste, and not more than three-fourths thereof on each tract should be disposed of, leaving one-fourth, as near as may be, *in a compact form*, for the use of the Indians.

All contracts are made for the sale of the merchantable timber upon three-fourths of an allotted tract, the boundaries of which are to be designated by the Indian agent.

In view of the request of the contractors for a material deviation from the regulations of the Department as well as from the terms of their contracts, the matter of allowing the completion of said contracts in the manner proposed is respectfully submitted for your determination and direction.

Very respectfully, your obedient servant,

JNO. H. OBERLY,  
*Commissioner.*

The SECRETARY OF THE INTERIOR.

---

DEPARTMENT OF THE INTERIOR,  
*Washington, December 3, 1888.*

SIR: Replying to your communication under date of the 1st of December upon the subject of logging operations on the Chippewa reservations attaching to the La Pointe Agency, Wis., I have to say that I think the regulation of which you speak, by which the right of the Indian to dispose of his pine is limited to three-fourths of the amount on each tract, should be modified—and you are authorized to so modify it—that he may contract for the cutting, and the contractor

may cut all the pine on an 80-acre allotment which is so situated with reference to the natural opportunities or the constructed roads for hauling and banking logs as that it will be most to the advantage of the Indian to have it entirely cut and no part of it left standing. Indeed, in all such cases, the contractor should be required to cut all the merchantable timber, including every tree which will make a log the smaller end of which shall be 10 inches or more in diameter and of which one-third would be merchantable pine.

The contractor should be in all cases required to cut clean as he proceeds, so that he makes no selection from among the trees to be cut; but if any timber remains uncut it should be in a compact body and so situated as that in the future it may be advantageously logged. The contracts should be required to be in such form as to protect this right of the Indian to have his pine cut in a suitable manner, and if otherwise made, to be amended accordingly.

Where the allotments have been made and approved by the President, and nothing remains but the issuance of the patent, I do not think it necessary to deprive the Indian of the privilege of selling his pine the coming winter. But patents should be, as soon as possible, issued in all such cases.

It is already understood by your instructions to the agent that no contracts are to be made, and none to be completed if hitherto made, for any tracts of land which have not been so allotted and the allotments approved. Particular attention should be given not only to the price, to see that it is sufficient, but to preserve the title of the logs in the Indian owner until the full price is paid. This price should be paid before the log-rolls are broken in the spring, if possible.

If in any case it be necessary to drive to the boom, special permission should be obtained from the agent, and the rights of the Indian owner carefully preserved.

The agent should be instructed to the utmost care and diligence in the preservation of the rights of the Indian owners in all the particulars indicated and in whatever other point may appear necessary as the work progresses.

If any new contracts are made for cutting this winter during the coming season, I think they should be made so as to provide a clean sum to the Indian for the value of his timber standing, and not subject him to the risks of loss in any of the logging or banking operations. The stumpage value of the timber is a thing easily to be ascertained and much more safely to be estimated than the value of it subject to the risks of deduction by the cost of logging and banking. All such contracts should contain provision that the contractor shall employ Indian labor, on equal terms, in preference to others whenever suitable.

Very respectfully,

WM. F. VILAS,  
•Secretary.

THE COMMISSIONER OF INDIAN AFFAIRS.

---

UNITED STATES INDIAN SERVICE,  
*La Pointe Agency, Ashland, Wis., August 23, 1888.*

SIR: I am in receipt of your communication of the 1st instant, and replying thereto I have the honor to state:

First. It would be impossible to ascertain by actual inquiry of the Indians which of them desire to sell their pine in any reasonable time, as they are at this season widely scattered, and not one-fifth part of them are on the reservations, and I could

not by August 25 visit them and get their views on the subject. But it is perfectly safe to state that every one of them is desirous of selling their pine.

Second. To report accurately the character, conditions, and probable quantity upon each of the tracts would require an expenditure of a large amount of money in the employment of expert and reliable woodsmen to survey the lands, note the topography, and estimate the timber; and it would take at least a dozen crews thirty days to do the work necessary to this information with accuracy.

But I can state generally as to all these lands: They are all heavily timbered with a mixture of pine (Norway and white), hemlock, birch, maple, oak, elm, poplar, and balsam. It is safe to estimate that on the allotments made and selected there is of pine an average of 200,000 to each 40 acres. Lumbermen look from large bodies of timber for that much of pine on an average, and it is a fair amount to rely upon.

Third. It is impossible for me to give an opinion as to each individual case as to whether it is desirable, and for the best interests of the particular Indian, to allow him or her to sell the pine timber on their respective allotments, as I am unable to see them and inquire into their necessities and conditions.

The business of logging on these reservations has been of great value to the Indians. Nearly all of them, where logging has been carried on, have abandoned hunting and fishing for a living. They have rapidly become accustomed to the customs of whites, and there is scarcely one who does not now look to the same means of supporting himself and family that white people do, and they will never return to their former modes of living. Probably not in the same proportion that the average white citizen would have saved the proceeds from the sales of their pine, but a large number have saved their money, and wisely used it for permanent betterments.

Fourth. There are a large number of cases where contracts of last year have not been completed and I inclose a list of such with the names of the Indians, descriptions of the lands, and the names of the contractors. On all of them the Indians have been paid for the timber actually cut, and on all of them advances have been made. These advances amount in the aggregate to at least \$25,000, and the Indians should be required to make good these contracts. White men would be required by law to live up to their agreements, and no lower standard of right for the Indian's welfare should be applied to him. The contracts were entered into in good faith; the prices are all that the timber is worth under the circumstances, and more in most instances than they can get next winter, because it is evident that the lumber market will soon be depressed greatly, and there is every indication that lumber will be much lower than it was last fall and the beginning of this year. The price of lumber regulates the price of logs. All these contracts should be completed this coming winter.

Fifth. Whenever an Indian is permitted to sell the pine timber on his allotment it should include all sound pine trees on said allotment that will make a log 16 feet long and 10 inches in diameter at the small end.

All the pine left will in all probability be wasted and lost. There will be plenty of other kinds of timber left on the land for domestic and farm purposes.

It is a very rare case that all the timber is pine. I doubt if there is over forty on all the reservations of that character.

Sixth. If logging is not carried on the coming season there will be great suffering amongst the Indians, and the Government will have to feed and clothe a large number of them the coming fall, winter, and spring.

Seventh. The cause of the most serious loss heretofore in these Indian logging operations is the uncertainty as to the operations being allowed, and the delay in giving the authority. The loggers ought to know that the work will go on and where, as early as July, and all contracts should be closed before the 1st of October.

Very respectfully,

J. T. GREGORY,  
*United States Indian Agent.*

HON. J. D. C. ATKINS,  
*Commissioner of Indian Affairs, Washington, D. C.*