

INVESTIGATION ON THE CONDUCT OF INDIAN AFFAIRS.

JUNE 22, 1874.—Recommitted to the Committee on Indian Affairs and ordered to be printed.

Mr. AVERILL, from the Committee on Indian Affairs, submitted the following

REPORT:

The Committee on Indian Affairs, to whom were referred the resolutions of the House of March 10 and April 18, directing an investigation into all frauds, unfairness, and irregularity, if any, connected with the administration of Indian affairs for the fiscal years ending June 30, 1873, and June 30, 1874, make the following report:

The resolutions of inquiry are as follows:

Whereas repeated complaints have been made of fraud, unfairness, and irregularity in the matter of contracts for Indian supplies and transportation for the fiscal years ending June 30, 1873, and June 30, 1874, by which it is alleged that contracts have been awarded at rates greatly in advance of those at which other responsible persons proposed to furnish the same supplies and render the same service, and in many instances privately, without the advertisement as required by law, thus defrauding the Government to an alarming extent: Therefore,

Resolved, That the Committee on Indian Affairs be directed to make a thorough investigation into the facts connected with the transactions above referred to, and make report thereof to this House, setting forth in detail what grounds, if any, exist for the complaints referred to; what persons, if any, connected with the administration of Indian affairs, are responsible therefor, or in any way interested therein; and what legislation, if any, is necessary to prevent like abuses in the future. That said committee have power to send for persons and papers, and have leave to report at any time.

Resolved, That the resolution passed by this House on the 10th day of March last, directing the Committee on Indian Affairs to investigate the matter of contracts for Indian supplies and transportation for the fiscal years ending June 30, 1873, and June 30, 1874, be so amended and enlarged as to require said committee to make a thorough investigation into all frauds, unfairness, or irregularity, if any, connected with the administration of Indian affairs for the years named, and that said committee make report thereon as required by the resolution aforesaid.

The committee have taken the testimony of many witnesses, subpoenaed from various parts of the country, several of whom were from the places where the alleged frauds were said to have occurred; these witnesses comprising Mr. William Welsh, of Philadelphia, member of the board of Indian commissioners, contractors and bidders for contracts for supplies and transportation, the Commissioner of Indian Affairs, and other witnesses who were supposed to have knowledge of the subject-matter of inquiry, together with the original bids and contracts from the Indian Office.

From the testimony herewith reported, transactions which seemed suspicious, and to which bad faith had been imputed, have been shown before the committee to be characterized by honesty of purpose and entire good faith to the Government and the Indian service. Practices

which were deemed irregular appear to have been justifiable under the peculiar circumstances of the case, and incidental and almost unavoidable in a service of this character and magnitude. Complaints made of the loss of Government property, of the overissue of Government rations, and of the change of contracts for supplies and transportation, have been satisfactorily explained.

In the letting of contracts, it appears that in most instances they were awarded to the lowest bidders, and where this was not done there was sufficient reason therefor. The awards were all approved by the board of commissioners.

It appears to the committee that the alleged overissue of rations at the Red Cloud agency, Sioux reservation, was unavoidable through well-grounded apprehensions of Indian violence and outbreak. The agent having no means of verifying the true number to be supplied, was therefore justifiable in submitting to the demands of the Indians.

The substitution of corn for flour was irregular, and is not, therefore, justified by the committee. The change, however, was made upon the suggestion of the secretary of the board of commissioners, was done with no corrupt or improper motives, was satisfactory and beneficial to the Indians, and not detrimental to the Government. The furnishing of corn as an article of Indian subsistence has since been adopted by the Department with the approval of the board of Indian commissioners, and at the request of the Indians.

The change of contract for transportation from Cheyenne to the Red Cloud agency was made necessary by reason of the relocation of the agency at a more distant point, involving a larger expense to the contractor.

It does not appear that the Commissioner of Indian Affairs, or any other officer of the Government, or any one connected with the Indian service, has sought or derived any profit or personal advantage whatever, in any of the transactions which have come within this inquiry.

The committee find that such additional legislation as shall better regulate the awarding of contracts and distribution of supplies has been provided by the 6th and 7th sections of the Indian appropriation act of the present session of Congress.

The committee ask to be discharged from the further consideration of the subject.

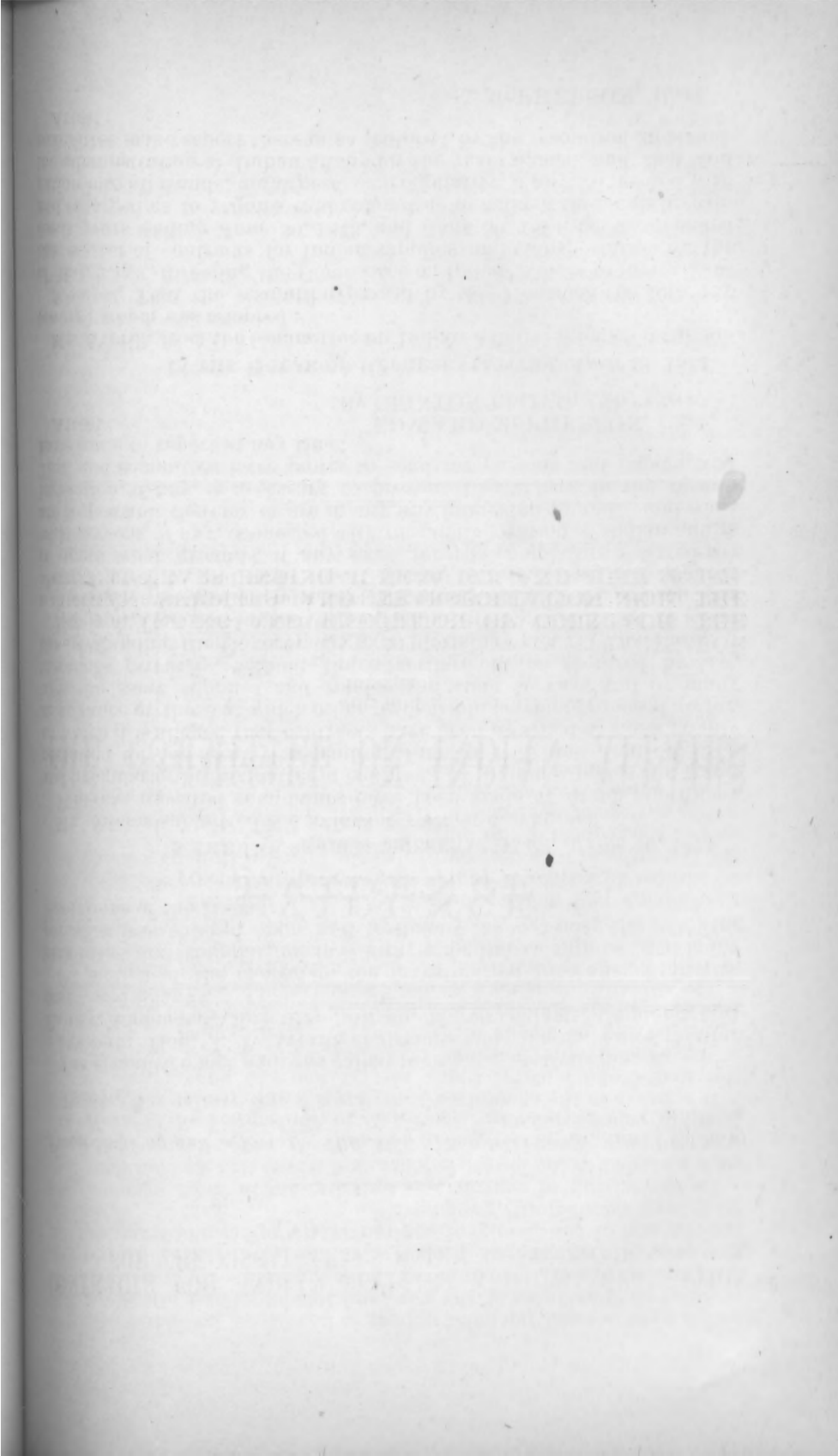
EVIDENCE,

TAKEN BEFORE

THE COMMITTEE ON INDIAN AFFAIRS

TOUCHING

**THE AWARDING AND EXECUTION OF CONTRACTS FOR
INDIAN SUPPLIES AND TRANSPORTATION FOR THE
FISCAL YEARS ENDING JUNE 30, 1873, AND JUNE 30, 1874.**



CONTRACTS FOR INDIAN SUPPLIES AND TRANSPORTATION
FOR THE FISCAL YEARS ENDING JUNE 30, 1873,
AND JUNE 30, 1874.

Proceedings by and before the Standing Committee on Indian Affairs of the House of Representatives, at their committee-room, at the Capitol, on Tuesday, the 24th of March, 1874.

The committee met and was called to order at 10 o'clock a. m.

Present: Hon. J. T. Averill, chairman, and Messrs. Lowe, Butler, Rainey, Richmond, McNulta, Lawson, Harris, Adams, Comingo, Giddings, and Shanks.

On motion of the chairman, the investigation into alleged frauds, unfairness, and irregularities in contracts for Indian supplies and transportation was entered upon, and testimony taken, under the following resolutions of the House:

FORTY-THIRD CONGRESS, FIRST SESSION.

IN THE HOUSE OF REPRESENTATIVES, *March 10, 1874.*

Mr. Adams submitted the following; which was agreed to:

Whereas repeated complaints have been made of fraud, unfairness, and irregularity in the matter of contracts for Indian supplies and transportation for the fiscal years ending June 30, 1873, and June 30, 1874, by which it is alleged that contracts have been awarded at rates greatly in advance of those at which other responsible persons proposed to furnish the same supplies and render the same service, and in many instances privately, without the advertisement as required by law, thus defrauding the Government to an alarming extent: Therefore,

Resolved, That the Committee on Indian Affairs be directed to make a thorough investigation into the facts connected with the transactions above referred to, and make report thereof to this House, setting forth in detail what grounds, if any, exist for the complaints referred to; what persons, if any, connected with the administration of Indian affairs are responsible therefor, or are in any way interested therein; and what legislation, if any, is necessary to prevent like abuses in the future. That said committee have power to send for persons and papers, and have leave to report at any time.

Attest:

EDWARD McPHERSON, *Clerk*,
By CLINTON LLOYD, *Chief Clerk*.

IN THE HOUSE OF REPRESENTATIVES, *April 18, 1874.*

Mr. Averill, from the Committee on Indian Affairs, submitted the following; which was adopted:

Resolved, That the resolution, passed by this House on the 10th day of March last, directing the Committee on Indian Affairs to investigate the matter of contracts for Indian supplies and transportation for the fiscal years ending June 30, 1873, and June 30, 1874, be so amended and enlarged as to require said committee to make a thorough investigation into all frauds, unfairness, or irregularity, if any, connected with the administration of Indian affairs for the years named, and that said committee make report thereon as required by the resolution aforesaid.

Attest:

E. McPHERSON, *Clerk*.

WASHINGTON, D. C., *March 24, 1874.*

OLIVER S. DAWSON sworn and examined.

By the CHAIRMAN :

Question. State your age, residence, and occupation.—Answer. Thirty-six years of age; reside in New York at present, and my general business is that of a broker and contractor.

Q. Broker in what?—A. Broker in stocks, bonds, &c.; Government contractor also, although I have not done much in Government contracts of late.

Q. Do you know of any fraud, unfairness, and irregularities in the matters of contracts for Indian supplies and for their transportation for the fiscal years ending June 30, 1873, and June 30, 1874? and if so, state particularly your knowledge on the subject.—A. I know that my own bid was less than the award. I have never had an opportunity of looking at the other bids to see how they were framed. I know that my own bid conformed to the advertisement in every respect in regard to age, weight, and time of delivery of the cattle. I understand from what I have heard from other parties that the other bids were similarly framed.

Q. Proceed and make a general statement of the matter.—A. I have here a statement of my case, which I submitted to Mr. Delano. I will read it, if the committee desire. That probably covers all I know in the premises.

Q. You offer that as testimony?—A. Yes, sir.
(Witness here read the following statement.)

WASHINGTON, *May 29, 1873.*

MY DEAR SIR: I beg to submit to your consideration the injustice done myself, as well as the Government, in making the awards for Indian supplies in New York at the letting of 29th ultimo.

I put in a bid, accompanied with the required bond, certified by a United States district attorney, to furnish the Government with merchantable beef-cattle on the hoof in Santee, Yancton, Whetstone, Upper Missouri, Cheyenne River, Grand River, and Red Cloud agencies, (for whole amount advertised for these agencies for the fiscal year commencing, at each and every one of these agencies, 1st day of July, 1873,) to conform to the advertisement of March 20, 1873, as to quality, age, weight, and time of delivery, at \$2.69½ per 100 pounds gross for all the seven agencies. At the Fifth Avenue Hotel, in New York, on the evening of the day of the opening of the bids, in conversation with E. P. Smith, Commissioner of Indian Affairs, I called his attention to my bid for those seven agencies, and, at his request, I left a letter addressed to him at 40 Leonard street, on his desk, the place of opening bids of the board of commissioners, early in the morning of April 30, 1873, and before the commissioners had examined the bids, giving an explanation of my bid that the term "merchantable" was intended to mean the customary beef-cattle furnished the Indians for these agencies. On the evening of April 30 I also met John V. Farwell at Fifth Avenue Hotel, New York, one of the advisory commissioners, and in our conversation I stated that I thought my bid was the lowest for those seven agencies bid for, upon which he asked who my references were, and at his request I handed a letter addressed to E. P. Smith, the Commissioner, 40 Leonard street, New York, the place of opening bids, early the next morning, before the commissioners had arrived, and before any award for beef had been made, referring to seven different firms and individuals, which were conceded by the commissioners satisfactory.

But, in the face of all these facts, the commissioners awarded the beef for these seven agencies to G. M. Dodge, A. H. Wilder, and J. W. Slaven, at a higher price than my bid, and a loss to the Government of \$9,828.75 more than my proposal to furnish the same kind of cattle, the award for beef being made on the 1st of May, 1873.

On the 2d instant I wrote you, stating, in substance, that I had been unfairly treated by these awards, giving a statement of my bid, and requested you to see me righted, as you had the power of making the final award.

In a few days thereafter I received a letter from you, as follows :

"DEPARTMENT OF THE INTERIOR,
"Washington, D. C., May 5, 1873.

"SIR: Referring to your letter of the 2d instant, complaining of the decision of the Commissioner of Indian Affairs, under the advice of the committee of the board of Indian commissioners, in making awards for Indian supplies recently in New York, I beg to inform you that the law vests in the Commissioner the authority of making these awards, and confers upon the board powers to supervise his action. Under this authority the board sent its purchasing-committee to act in conjunction with the Commissioner of Indian Affairs in making such awards. I must, therefore, respectfully refer you to the officers above named for the consideration of such matters as are embraced in your letter.

"Very respectfully, your obedient servant,

"C. DELANO,
"Secretary.

"O. S. DAWSON,
"26 East Twenty-second Street, New York City."

Upon the receipt of that letter I immediately forwarded you my protest, as follows :

"NEW YORK, May 7, 1873.

"MY DEAR SIR: I notify you of my willingness to enter into contract for supplying beef-cattle for Santee, Yancton, Whetstone, Upper Missouri, Cheyenne River, Grand River, and Red Cloud agencies, viz., according to terms of my bid, which was to be according to terms of advertisement of March 20, 1873, for which I was the lowest bidder.

"I beg leave to enter my protest against awarding the contract for above agencies to any other party or parties, and wish my protest to be filed in the Department as a record.

"Very respectfully, yours,

"O. S. DAWSON,
"26 East Twenty-second Street, New York City.

"Hon. C. DELANO,
"Secretary of the Interior, Washington, D. C."

Also, on the same day as above, I forwarded to the Commissioner of Indian Affairs, at Washington, a similar letter or protest to be placed on file in his Bureau.

And on the 10th instant I forwarded you a copy of the New York Tribune of that date, containing a letter from myself, marked so as to call your attention to the same, which is hereto attached :

"THE INDIAN CONTRACTS.

"A BID THAT WAS REJECTED.

"To the Editor of the Tribune :

"SIR: I notice in your issue to-day that Mr. Cree, secretary of the board of Indian commissioners, has explained to your reporter how the awards for beef were made to the higher bidders. He states that bids for two classes of beef were called for ; the first, 'good merchantable cattle, all steers, from three to seven years old, and averaging at least 800 pounds live weight ;' the other, what are known as native or American cattle, or cattle that have wintered north of Kansas ; the cattle so delivered to meet the above requirements as regards age and condition, and to average not less than 1,050 pounds. He further states that my bid was only for 'merchantable beef cattle to conform to the advertisement in quality, age, weight, and time of delivery for the whole amount.' He says the board understood this to refer to the first or inferior class of cattle. I cannot comprehend how an unbiased board of commissioners could understand it that way, for the simple reason that my bid was for the whole amount advertised for those specified agencies to which my bid referred, for the year ending June, 1874. Their advertisement reads as follows :

"The beef-cattle must be good merchantable cattle, all steers, from three to seven years old, in good, healthy condition, and averaging at least 800 pounds, live weight, the weight to be determined by weighing on scales when practicable. Their delivery must be in at each of the points named on the first day of July, 1873, at which time about 1-24th of the whole quantity will be delivered ; and, thereafter, the balance to be delivered in equal quantities on the 15th and 1st of each month. Bids will also be received for the delivery of the quantity of beef required for the months of January, February, March, April, May, and June, 1874, of what are known as "native" or "Amer-

ican" cattle, or for cattle that have been wintered north of Kansas; the cattle so delivered to meet the above requirements as regards age and condition, and to average not less than 1,050 pounds, live weight.'

"You will observe their advertisement reads 'for the delivery for the months of January, February, March, April, May, and June, 1874, of what are known as "native" or "American" cattle, or for cattle that have been wintered north of Kansas.' What other construction could unbiased persons put upon my bid than that it included the latter kind of cattle for the months above mentioned, as I did not use the words 'Texas cattle' anywhere in my proposal? Texas cattle are merchantable for six months in the year only, and for the other six months 'northern wintered' alone are covered by that term. If I had bid for half the quantity only, they might with some consistency have placed that construction upon it, but bidding for the whole amount required for the fiscal year, it most assuredly included the latter quality of cattle for the last six months of the fiscal year, as Texas cattle for the last six months are not merchantable and would not have conformed to their advertisement. You will notice in their advertisement above they use the words 'native' or 'American' cattle. These terms apply to cattle born in Kansas or the vicinity of the agencies, mentioned in the proposal, which was worth about four cents per pound gross there. Who ever heard of Government contractors giving Indians this kind of beef? The bids for 'native' or 'American' cattle were all rejected, the price being too high. The term 'northern wintered' applies to cattle wintered north of Kansas, which is the kind of cattle the Government contracts for for the last six months of the fiscal year, and the other terms are ambiguous, as all cattle born in America are 'native' or 'American' cattle.'

"It was generally admitted by western bidders that, however the bids might run, the ring would get the award from the commissioners. I don't wish to be understood that all of the commissioners were unduly influenced. A few of them are high-toned gentlemen, but not knowing much about this Indian business, they allowed themselves to be manipulated by the others. I would further call your attention to the fact that the beef awards were given to several different persons for the seven agencies, each of whom put in a bid for the whole, and no two of the bids were the same in price.

"O. S. DAWSON.

"NEW YORK, *May 2, 1873.*"

Not hearing anything further from you on the subject, on the 23d instant I wrote you as follows:

"NEW YORK, *May 23, 1873.*

"MY DEAR SIR: I notice by the Washington telegram of 20th instant that E. P. Smith, Commissioner of Indian Affairs, has made his report to your Department, with a request that my bid be referred to the solicitor of the Department for his interpretation of its meaning, as much as to say there is some ambiguity about it. Had I to frame another bid for the same agencies, I do not think I could make it more plain. It reads, 'merchantable beef cattle,' to conform to advertisement of March 20, 1873, as to quality, age, weight, and time of delivery. How could this be construed otherwise than meaning 'the customary cattle furnished the Indians,' for these different agencies bid for, (that was merchantable.) I am familiar with that Indian country, being a resident there for three years, and have made my arrangements to go immediately out there and fill this contract, should I get the award. As I have the means and ability for the fulfillment of same, and as time draws near for commencing to fill this contract, an early decision from your Department is anxiously looked for, and if not favorable, I will be forced to lay my case before higher authorities.

"Very respectfully, yours,

"O. S. DAWSON,

"26 East Twenty-second Street, New York City.

"Hon. C. DELANO,

"Secretary of the Interior, Washington, D. C."

Not receiving any reply, I immediately forwarded you the following letter:

"NEW YORK, *May 26, 1873.*

"MY DEAR SIR: It is announced that the awarding of the Indian contracts for beef have been submitted to you for final action. I am the lowest bidder for beef for the seven agencies I bid for. (I refer you to the bid.) Before any final decision is made I wish to be heard personally upon this matter. I will present myself in a reasonable time for that purpose.

"Very respectfully, yours,

"O. S. DAWSON,

"26 East Twenty-second Street, New York.

"Hon. C. DELANO,

"Secretary of the Interior, Washington, D. C."

The next day after forwarding the above letter I left New York for this city, arriving here on the 28th instant, and expecting some papers to be forwarded me here in relation to this case, I postponed laying my case before you till 29th instant, when I called upon you at your Department, stating I thought there had been great injustice done me, as well as the Government, and at the same time calling your attention to a paragraph telegraphed to the Baltimore Sun of 29th instant, stating you had formally approved the awards for Indian supplies and transportation made in New York City recently by the commissioners of Indian affairs, against which parties had filed protests, and asked you if that included my bid for beef for the seven agencies. You replied that it did.

I now ask your attention to my case as now presented. I again assert my readiness to comply in every particular with my said bid, and I ask that the contract for furnishing beef to the seven agencies be awarded to me by virtue of my bid and in justice to the Government of the United States.

I shall remain in this city for some days yet, and any communication you may wish to make me will reach me at 1320 F street.

Very respectfully, yours,

O. S. DAWSON.

Address, for the present,

1320 F Street, Washington, D. C.

Hon. C. DELANO,

Secretary of the Interior, Washington, D. C.

Q. That comprises all you wish to say in the main?—A. I have some correspondence here that I had with Mr. Delano, in regard to this matter, that I would like to read to the committee; also the reply of Mr. Delano, and the accompanying papers, to the protest of James B. Harlan and others.

(Witness read the following papers:)

WASHINGTON, June 2, 1873.

MY DEAR SIR: Will you be kind enough to furnish me with full copies of the following proposals for beef for the following seven agencies: Santee, Yancton, Whetstone, Upper Missouri, Cheyenne River, Grand River, and Red Cloud, at the recent letting of April 29, 1873, in New York, for Indian supplies; the bid of James B. Harlan, the bid of O. S. Dawson, the bid of G. M. Dodge, the bid of A. H. Wilder, the bid of J. W. Slaven, and forward the same to me, at 1320 F street, this city, where I shall remain for a few days only,

Very respectfully, yours,

O. S. DAWSON.

Hon. C. DELANO,

Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., June 4, 1873.

SIR: I am instructed by the Secretary to inform you that your letter, dated the 2d instant, requesting copies of certain bids for supplying beef-cattle to Indian agencies, has been referred to the Commissioner of Indian Affairs on the 3d instant, in whose office all such bids are filed,

Very respectfully, your obedient servant,

A. S. H. WHITE,
Acting Chief Clerk.

O. S. DAWSON, Esq.,

No. 1320 F Street, Washington City.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

Washington, D. C., June 4, 1873.

SIR: I am in receipt, by reference from the honorable Secretary of the Interior, of your letter to him, dated the 2d instant, requesting to be furnished with copies of certain proposals for beef, received by this office, and opened in New York on the 29th of April, 1873.

You are advised in reply that, when copies of papers on file in this Bureau are asked for, the rules of the office require the applicant to state the object for which such copies are wanted. When these rules shall have been complied with on your part, your request will be further considered.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

O. S. DAWSON, Esq.,

1320 F Street, Washington, D. C.

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WASHINGTON, June 4, 1873.

MY DEAR SIR: Judging, from your silence in my case, as submitted for your consideration of 29th ultimo, that your decision has been adverse to my interest as well as the Government, as I leave for New York in a few days, will you please inform me to whom the final awards for beef-cattle were made, and the prices of each for the seven following agencies: Santee, Yancton, Whetstone, Upper Missouri, Cheyenne River, Grand River, and Red Cloud, as per recent letting for Indian supplies in New York City, of April 29, 1873.

Very respectfully,

O. S. DAWSON,
1320 F Street.

Hon. C. DELANO,
Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, June 4, 1873

SIR: I am instructed by the Secretary of the Interior to inform you that your letter of this date, asking to be advised to whom the final awards for beef-cattle were made at the recent letting for Indian supplies in New York City, April 29, 1873, has been referred to the Commissioner of Indian Affairs.

Very respectfully, your obedient servant,

A. S. H. WHITE,
Acting Chief Clerk

O. S. DAWSON, Esq.,
1320 F Street, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., June 6, 1873

SIR: I am in receipt, by reference from the Department, of your letter of the 4th instant, requesting to be advised to whom and at what prices the awards of beef were made for certain named Indian agencies; and, in reply, I have to inform you that the contract for beef for the Whetstone and Red Cloud agencies was awarded to A. H. Wilder, of Saint Paul, Minn., at \$2.72½ per 100 pounds; for Upper Missouri and Grand River agencies, to J. W. L. Slavens, of Kansas City, Mo., at \$2.73 per 100 pounds; and for the Santee, Yancton, and Cheyenne agencies, to G. M. Dodge, of Council Bluffs, Iowa, at \$2.76½ per 100 pounds.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

O. S. DAWSON, Esq.,
1320 F Street, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., June 5, 1873.

SIR: Your application for a further hearing in the matter of your proposal for a contract for beef under the late lettings of the Commissioner of Indian Affairs has been fully considered by me, and the same is overruled. The reasons that have led me to this action are the same that induced me to affirm the action of the Commissioner upon the appeal of yourself and others, and are set forth in the opinion of Assistant Attorney General Smith and my letter to the Commissioner, copies of which are herewith inclosed.

Very respectfully,

C. DELANO,
Secretary.

O. S. DAWSON, Esq.,
No. 26 East Twenty-second Street, New York City.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., May 27, 1873

SIR: James B. Harlan, and sundry other persons, having filed protests in this Department against the awards for Indian supplies and transportation made by you at the late lettings, in New York City, for the fiscal year 1874, I referred such protests to your Office for information.

On the 20th day of May, 1873, I received your report in reference to these protests, communicating therein the facts and circumstances connected with the awards against which they were made. Your report was referred to the Assistant Attorney-General Hon. W. H. Smith, with the request that he examine fully into the whole subject, and submit to me his opinion touching the law and facts governing the case. I have

honor now to transmit to you a copy of the Assistant Attorney-General's opinion on the subject, dated May 27, 1873. After reviewing the facts and circumstances connected with this case, the Assistant Attorney-General concludes by saying that the action of the Commissioner be approved."

I have carefully reviewed the case as presented by the protestants, by your report and by the opinion of the Assistant Attorney-General, and I find nothing in the case which, in my opinion, would justify me in overruling your decision in reference to these awards. I therefore affirm the same, and authorize you to notify the protestants accordingly. I do not doubt the power or the duty of the Secretary of the Interior to interfere in such cases, and overrule the action of the Commissioner of Indian Affairs upon facts and circumstances sufficient to justify such action. The law, however, has made it the duty of the Commissioner of Indian Affairs to make these awards. Congress, by act of April 10, 1869, authorized the President to appoint a board of Indian Commissioners to consist of not more than ten persons, to be selected by the President, from men eminent for their intelligence and philanthropy, to serve without pecuniary compensation, "who may, under his (the President's) direction, exercise joint control with the Secretary of the Interior over the disbursements of the appropriations made" for the Indian service. By the act approved July 15, 1870, it is made the duty of these "commissioners to supervise all expenditures of money appropriated for the benefit of the Indians, and to inspect all goods purchased for said Indians in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commission in making purchases of such goods." By the act approved March 3, 1871, all accounts and vouchers appertaining to expenses for the Indian service under contracts for goods or supplies of any sort furnished the Indians, or for the transportation thereof, or for buildings or machinery erected or placed on their reservations, are required to be submitted to the executive committee of the Board of Indian Commissioners for examination, revision, and approval. It appears from these and other provisions of law that might be referred to, that it has been the intention of Congress to give to the Board of Indian Commissioners very large power and control over the purchases and expenditures of the Indian Bureau. The Board of Indian Commissioners have assumed this duty. They delegated a committee of their board to supervise your awards on the occasion referred to. This committee was present and performed the duties assigned to it, and without their concurrence, as I am informed, you made no award. In addition to this, you had the advice of the Hon. B. R. Cowen, Assistant Secretary of the Interior, who was detailed to this duty by this Department, and who, as I am informed, concurred with the committee of the Board of Indian Commissioners in all instances. Under such circumstances I cannot, without very satisfactory evidence of error or injustice, feel justified in overruling the decision of the Commissioner of Indian Affairs.

In this case I find no reason for this interference, and therefore affirm your decision.

I am, sir, very respectfully, your obedient servant,

C. DELANO,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF JUSTICE,
OFFICE OF ASSISTANT ATTORNEY-GENERAL,
Washington, May 27, 1873.

SIR: The protests of James B. Harlan and sundry others against the awards that were made by the Commissioner of Indian Affairs for beef, flour, and transportation at the late lettings in New York City, have been referred to me for my opinion as to the proper course to be pursued by the Secretary of the Interior with reference to them.

These awards were made by the Commissioner after full consultation with a committee representing the Board of Indian Commissioners, consisting of George H. Stuart, of Philadelphia; Robert Campbell, of Saint Louis; John V. Farwell, of Chicago; and William E. Dodge, of New York; all "eminent for their intelligence and philanthropy," and experienced business-men. They were also made with the entire approbation of Assistant Secretary Cowen, of the Interior Department, who was present as the accredited representative of the Department.

There is no pretense that any of them were made from bad motives, or were procured by any improper practices. The only thing that is alleged against them is that they were made to persons who were not the lowest bidders.

The answer to this allegation is that the law does not require them to be made to the lowest bidders. (Sec. 10, act of March 2, 1861, 12 Stats. at L., 200.) And, doubtless, for the very good reason that bidders might very easily combine, and make the lowest bid one far above the actual value of the articles named in the proposals. I am clearly of opinion that the Commissioner was not bound to accept the lowest bid, and that he, and those who are by law made his advisers, had a right to take into consideration not only the price bid, but the pecuniary responsibility and the reputation and standing of the bidders as high-minded, honorable men, who would not be likely to stand on technicalities, or to endeavor to put off an inferior article under their contracts.

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These and the like are proper considerations for the awarding tribunal, and they should be presumed to have been taken into account, and, as I think, the awards should not be set aside by the supervising power unless something is shown over and beyond a slight difference in the amount of the bids. I do not find any such showing in the case. These protestants were informed by the terms of the proposal that the Commissioner reserved the right to reject any or all bids. They therefore cannot say that they were taken by surprise.

Moreover, their bids, in some cases, as, for example, that of Harlan, were ambiguous in their terms. I do not think that an acceptance of his bid would bind him to deliver cattle that would average over eight hundred and fifty pounds per head. The Commissioner, finding that some of the bids were so framed as to be liable to doubt as to what they really mean, had the right to reject them and accept in their stead bids, at somewhat higher rates, about which there could be no question.

I advise that the action of the Commissioner be approved.

Very respectfully,

W. H. SMITH,
Assistant Attorney-General.

Hon. C. DELANO,
Secretary of the Interior.

By Mr. LOWE :

Q. Have you a copy of the advertisement under which—upon which you bid ?—A. I Have not it with me.

Q. Have you a copy of your bid ?—A. I have not here. The original is on file in the Department here.

Assistant Secretary of the Interior Cowen handed witness the advertisement and bid referred to, and they were read, as follows :

No. 1.

PROPOSALS FOR SUPPLIES FOR INDIANS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, March 20, 1873.

Sealed proposals, in duplicate, will be received at Nos. 40 and 42 Leonard street, New York, until 12 o'clock m. of Tuesday, the 29th day of April, 1873, which place will be open for business on and after the 8th day of April, 1873, for furnishing the following named articles, required for issue to Indians at the agencies named :

SANTEE AGENCY.

500,000 pounds, gross weight, of beef-cattle, on the hoof.
150,000 pounds XX flour, or 12,500 pounds per month, or its equivalent in wheat.
36,000 pounds bacon, clear sides, or 3,000 pounds per month.
14,000 pounds coffee, (green.)
28,000 pounds best brown sugar.
1,500 pounds plug-tobacco, in boxes.
3,600 pounds best brown soap, in boxes.
3,600 pounds salt, fine, in barrels.

YANCTON AGENCY.

1,800,000 pounds, gross weight, of beef-cattle, on the hoof.
84,000 pounds bacon, clear sides, or 7,000 pounds per month.
480,000 pounds XX flour, or 40,000 per month, or its equivalent in wheat.
25,000 pounds coffee, (green.)
50,000 pounds best brown sugar.
3,000 pounds plug-tobacco, in boxes.
7,000 pounds best brown soap, in boxes.
7,000 pounds salt, fine, in barrels.

WHETSTONE AGENCY.

5,000,000 pounds, gross weight, of beef-cattle, on the hoof.
300,000 pounds bacon, clear sides, or 25,000 pounds per month.
1,200,000 pounds XX flour, or 100,000 pounds per month.
100,000 pounds coffee, (green.)

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- 200,000 pounds best brown sugar.
- 12,000 pounds plug-tobacco, in boxes.
- 25,000 pounds best brown soap, in boxes.
- 5,000 pounds salt, fine, in barrels.

UPPER MISSOURI AGENCY.

- 1,850,000 pounds, gross weight, of beef-cattle, on the hoof.
- 108,000 pounds bacon, clear sides, or 9,000 pounds per month.
- 600,000 pounds XX flour, or 50,000 pounds per month.
- 35,000 pounds coffee, (green.)
- 70,000 pounds best brown sugar.
- 4,000 pounds plug-tobacco, in boxes.
- 9,000 pounds best brown soap, in boxes.
- 9,000 pounds salt, fine, in barrels.
- 10,000 pounds saleratus, in boxes.

CHEYENNE RIVER AGENCY.

- 4,000,000 pounds, gross weight, of beef-cattle, on the hoof.
- 180,000 pounds bacon, clear sides, or 15,000 pounds per month.
- 700,000 pounds XX flour, or 58,000 pounds per month.
- 20,000 pounds coffee, (green.)
- 40,000 pounds best brown sugar.
- 10,000 pounds saleratus, in boxes.

GRAND RIVER AGENCY.

- 5,000,000 pounds, gross weight, of beef-cattle, on the hoof.
- 300,000 pounds bacon, clear sides, or 25,000 pounds per month.
- 1,200,000 pounds XX flour, or 100,000 pounds per month.
- 100,000 pounds coffee, (green.)
- 200,000 pounds best brown sugar.
- 12,000 pounds plug-tobacco, in boxes.
- 25,500 pounds best brown soap, in boxes.
- 5,000 pounds saleratus, in boxes.

RED CLOUD AGENCY.

- 5,000,000 pounds, gross weight, of beef-cattle, on the hoof.
- 300,000 pounds bacon, clear sides, or 25,000 pounds per month.
- 1,200,000 pounds XX flour, or 100,000 pounds per month.
- 100,000 pounds coffee, (green.)
- 200,000 pounds best brown sugar.
- 12,000 pounds plug-tobacco, in boxes.
- 25,000 pounds best brown soap, in boxes.
- 25,000 pounds salt, fine, in barrels.
- 12,000 pounds saleratus, in boxes.

UPPER ARKANSAS AGENCY.

- 1,370,000 pounds, gross weight, of beef-cattle, on the hoof.
- 276,000 pounds XX flour, or 23,000 pounds per month.
- 22,000 pounds coffee, (green.)
- 45,000 pounds best brown sugar.
- 2,800 pounds plug-tobacco, in boxes.
- 5,600 pounds best brown soap, in boxes.
- 4,800 pounds salt, fine, in barrels.

KIOWA AGENCY.

- 2,500,000 pounds, gross weight, of beef-cattle, on the hoof.
- 500,000 pounds XX flour, or 41,666 pounds per month.
- 30,900 pounds coffee, (green.)
- 63,600 pounds best brown sugar.
- 4,000 pounds plug-tobacco, in boxes.
- 7,500 pounds best brown soap, in boxes.
- 7,000 pounds salt, fine, in barrels.
- 3,000 pounds saleratus, in boxes.

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WICHITA AGENCY.

- 1,130,000 pounds, gross weight, of beef-cattle, on the hoof.
- 138,300 pounds XX flour, or 11,525 pounds per month.
- 15,500 pounds coffee, (green.)
- 32,000 pounds best brown sugar.
- 2,000 pounds plug-tobacco, in boxes.
- 4,000 pounds best brown soap, in boxes.
- 3,500 pounds salt, fine, in barrels.
- 2,000 pounds saleratus, in boxes.

BLACKFEET AGENCY.

- 8,000 pounds coffee, (green.)
- 12,000 pounds best brown sugar.
- 3,000 pounds best brown soap, in boxes.
- 3,000 pounds salt, fine, in barrels.
- 3,000 pounds plug-tobacco, in boxes.

CROW AGENCY.

- 25,000 pounds coffee, (green.)
- 50,000 pounds best brown sugar.
- 3,000 pounds plug-tobacco, in boxes.
- 7,000 pounds best brown soap, in boxes.
- 2,500 pounds saleratus, in boxes.
- 7,000 pounds salt, fine, in barrels.

MILK RIVER AGENCY, (FORT PECK.)

- 60,000 pounds coffee, (green.)
- 140,000 pounds best brown sugar.
- 14,000 pounds best brown soap, in boxes.
- 16,000 pounds salt, fine, in barrels.
- 5,000 pounds saleratus, in boxes.
- 10,000 pounds plug-tobacco, in boxes.

Bids for beef-cattle will state price per pound, gross. Parties bidding for the other articles will state price per pound, net, and furnish a sample of each article bid for, except the bacon and salt. The prices must be given without modification or any proposed modification whatever.

The beef-cattle must be good, merchantable cattle, all steers, from three to seven years old, in good, healthy condition, and averaging at least eight hundred pounds live weight, the weight to be determined by weighing on scales, when practicable. Their delivery must commence at each of the points named on the first day of July 1873, at which time about one-twenty-fourth of the whole quantity will be delivered, and thereafter, the balance to be delivered in equal quantities on the 15th and 1st of each month.

Bids will also be received for the delivery of the quantity of beef required for the months of January, February, March, April, May, and June, 1874, of what are known as "native" or "American" cattle, or for cattle that have been wintered north of Kansas; the cattle so delivered to meet the above requirements as regards age and condition, and to average not less than one thousand and fifty pounds live weight.

That there may be no failure on the part of the contractor, he will be required to keep the beef-cattle in the vicinity of the agency; to be delivered when required; and should it be ascertained that he is not collecting cattle in the vicinity fast enough, or should he fail to deliver them as required, the undersigned will purchase, or cause to be purchased, beef-cattle as he may elect, at the expense of said contractor.

All the supplies except the beef will be inspected and received by the Government at New York, Philadelphia, Chicago, Cincinnati, Saint Louis, Omaha, Kansas City, Sioux City, or Yankton, and, with the further exception of flour, must be delivered, packed and marked for shipment, by the first day of June, 1873.

The flour must be ready for inspection and delivery at such times and in such quantities as will secure, at each agency, at all times, at least one month's supply.

Bids will also be received for the delivery at Saint Louis or Kansas City, by the 15th day of September next, of the following bacon, clear sides:

For the Upper Arkansas agency, 39,375 pounds.

For the Kiowa agency, 54,000 pounds.

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For the Wichita agency, 28,125 pounds.

The bacon must be sound and sweet, and put up in gunnies.

The flour to be fresh ground, of XX quality, to be made wholly from good sound wheat, and to be delivered in good, strong, double sacks, each sack to be branded "Indian Department Flour."

The coffee to be delivered in double sacks. The sugar to be delivered in barrels, full head-lined.

Proposals will be received for the delivery of any one or all of the above-named articles for any one or all of said agencies.

The undersigned reserves the right to increase or diminish the quantity of each or any of the articles which the bidder or bidders propose to furnish.

Parties bidding for flour are required to furnish samples, each to be in quantity not less than one pound, with a private mark corresponding to same in proposal.

Parties to whom contracts for the supply of flour are awarded shall, within twenty days, furnish to the Commissioner of Indian Affairs samples, in quantity not less than twenty-five pounds, of the quality contracted for.

Bids will also be received for the delivery at the agencies, on or about the 1st day of July next, or other specified points, of beef, flour, and bacon for the following agencies in Montana Territory :

BLACKFEET AGENCY.

70,000 pounds, gross weight, of beef-cattle, on the hoof.
150,000 pounds XX flour, or 12,500 pounds per month.
25,000 pounds bacon, clear sides.

CROW AGENCY.

225,000 pounds, gross weight, of beef-cattle, on the hoof.
500,000 pounds XX flour, or 41,666 pounds per month.
80,000 pounds bacon, clear sides.

MILK RIVER AGENCY (FORT PECK.)

150,000 pounds, gross weight, of beef-cattle, on the hoof.
2,000,000 pounds XX flour, or 166,666 pounds per month.
150,000 pounds bacon, clear sides.

All articles furnished by contract made under this advertisement will be subject to inspection, and such articles as may in any respect fail to conform to the requirements of contract and the sample will be rejected, and in that case the contractor or contractors will be bound to furnish others of the required kind or quality without delay, or if that be not done they will be purchased at his or their expense.

Payments will be made at this office on proper receipts, after the accounts therefor shall have been properly approved.

Each copy of each proposal must have a copy of this advertisement (a slip from a newspaper) pasted at its head.

The right is reserved to reject any or all proposals, if such a course should be deemed in the interest of the Government.

No bids will be considered from persons who have failed to comply with the requirements of a former contract.

No contract, or part thereof, will be permitted to be assigned or filled by other parties without the written consent of the Secretary of the Interior.

No bids will be considered for goods delivered at the agencies, except as specified in this advertisement.

No proposal will be considered that does not strictly comply with the following form :
"I (or we) propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs, dated March 20, 1873, the following articles at the prices thereto affixed. (Here insert the list of articles proposed to be furnished.) Said articles are to be delivered in (here insert the proposed place of delivery) by the (insert date.) And if this proposal be accepted I (or we) will, within ten days after being notified, execute a contract accordingly, and give security to the Commissioner of Indian Affairs for the faithful performance of the same."

No bid will be considered unless accompanied by a guarantee in the following form, to be signed by two responsible persons, whose sufficiency must be certified by a United States judge or district attorney.

"We hereby, jointly and severally, guarantee that the above bidder (or bidders,) if a contract shall be awarded to him (or them) according to his (or their) bid or proposal, will execute a contract accordingly, and give the requisite security for the faithful performance of the same, as prescribed in the advertisement for proposals for Indian sup-

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plies, dated March 20, 1873; and, in the event of his (or their) failure to do so, we hereby agree and bind ourselves, our heirs, executors, and administrators, to forfeit and pay to the United States, as damages, a sum not less than 15 per cent. on the amount of said bid or proposal."

Bonds will be required in the amount of the bid for faithful performance of the contract, with two or more sureties, whose sufficiency must be certified to by a United States judge or district attorney.

Each bidder must designate his place of business, where communications sent to him will be received, the same to be entered in his contract, should one be awarded him.

Proposals should be inclosed in an envelope, addressed to the undersigned, and indorsed "Proposals for supplies for Indians."

Bidders are invited to be present at the opening of the bids.

The bids will be opened in the presence of the Board of Indian Commissioners and a committee to be designated by the Secretary of the Interior, as soon as the time for receiving the same shall have expired, and the contracts will be awarded as soon there after as practicable.

H. R. CLUM,
Acting Commissioner.

Copy of the bid.

I propose to furnish to the Interior Department, according to the terms of the advertisement of the Commissioner of Indian Affairs dated March 20, 1873, the following articles hereinafter named: Good merchantable beef-cattle on the hoof to conform in quality, age, and time of delivery, &c., to your advertisement of March 20, 1873, hereto attached at \$2.69½ per one hundred pounds gross weight, to be delivered at the different agencies, as follows:

- 500,000 pounds gross weight on the hoof at the Santee agency.
- 1,800,000 pounds gross weight on the hoof at Yancton agency.
- 5,000,000 pounds gross weight on the hoof at Whetstone agency.
- 1,850,000 pounds gross weight on the hoof at Upper Missouri agency.
- 5,000,000 pounds gross weight on the hoof at Cheyenne River agency.
- 5,000,000 pounds gross weight on the hoof at Grand River agency.
- 5,000,000 pounds gross weight on the hoof at Red River agency.

Their delivery to commence at the points named above on the first day of July, 1873; and if this proposal be accepted, I will within ten days after being notified execute a contract accordingly, and give security to the Commissioner of Indian Affairs for the faithful performance of the same.

O. S. DAWSON,
No. 26 E 22d Street, New York.

By Mr. RICHMOND:

Q. I see by the wording of the paper first read by you, that a controversy occurred between you and the Commissioner of Indian Affairs in regard to the meaning of the word "merchantable," as used in your bid. Do you make a distinction between the meaning of the word as used in your contract and the ordinary meaning of the word?—A. I intended to mean by the word merchantable what is ordinarily meant.

Q. Are cattle merchantable at the agency that might not have been merchantable at the place where bought?—A. I based the bid on the advertisement.

Q. Be so kind as to answer my question. Do you make a distinction between the meaning of merchantable cattle at the agency and merchantable cattle at the place where purchased of other parties?—A. I mean at the agency.

Q. What is merchantable cattle at the agency?—A. The cattle the Indians customarily use. It is good beef.

Q. Do you mean that there may be cattle merchantable at the agency that is not merchantable at the place where purchased?—A. Yes.

Q. You make that distinction?—A. I make that distinction. I know that it is customary.

Q. What then is merchantable at the agency that is not merchantable at other places?—A. Texas cattle, I believe, are a portion of the year.

Q. Did you understand that you had a right under your bid to put in Texas cattle at any season of the year?—A. That was my impression.

Q. Didn't the bid confine you to cattle north of a certain line?—A. No, sir; not for all seasons of the year.

Q. Do you understand that there are two classes of cattle described in the advertisement, one Texas cattle and the other cattle north of a certain line?—A. I bid for all the cattle that was required at those agencies for the stipulated time advertised for.

Q. Do I understand you to say that you claimed the right to select Texas cattle under your bid?—A. Yes, sir; for a portion of the year, not all seasons of the year.

Q. What portions of the year?—A. From the time they drove up there.

Q. Do you find that in the advertisement?—A. No, sir.

Q. Have you a copy of the letter mentioned in your statement which you say you left in Leonard street for the board of commissioners on the day the bids were opened?—A. I have not.

Q. What I want to get at is this: you seem to make a distinction between the term merchantable at the agency and the ordinary legal meaning of the term merchantable. I ask you what would make merchantable oxen at the agency?—A. It would be considered the usual kind of oxen they eat at particular seasons of the year.

Q. You mean it would not be merchantable where the beef was bought. Suppose the beef was bought here?—A. They use a great deal better quality here.

Q. I simply want to get at your distinction. You say it might not be merchantable beef where purchased, but merchantable beef to the Indians?—A. Yes, sir; they do not generally give the Indians the first quality—the first cuts.

By Mr. ADAMS :

Q. Do you understand that an inferior quality might be merchantable at the agency that would not be elsewhere?—A. Yes, sir.

By Mr. COMINGO :

Q. Did you ever deliver cattle at those agencies?—A. No, sir.

Q. Were you ever at those agencies when cattle was delivered?—A. No, sir.

Q. How did you determine what was merchantable cattle at those agencies?—A. I got it from information derived from others. I have talked and conversed with bidders who have furnished beef to those agencies.

By Mr. LOWE :

Q. Your idea of what was merchantable cattle at the agencies was derived from information as to what cattle had been delivered, rather than from the mercantile idea?—A. I had an impression of what would be merchantable.

Q. You supposed that what might be merchantable cattle for the Indians might not be merchantable for other folks?—A. Yes, sir; those Texas cattle, however, in the summer are very good cattle.

By the CHAIRMAN :

Q. Do you come to these conclusions from any actual experience, or are they derived from information received from others?—A. I have derived them both from seeing cattle delivered and talking with drovers and others.

Q. Have you ever delivered cattle?—A. No, sir.

Q. You don't know that cattle was merchantable at these agencies which would not be merchantable at other places, except from general information?—A. In that part of the country, for six months of the year, Texas cattle driven up there are considered merchantable, and for the other six months other cattle has to be delivered.

Q. Do you speak from experience?—A. I speak from experience in having been in that portion of the country.

Q. Have you ever traded in cattle?—A. No, sir.

Q. Never had any experience in dealing in cattle?—A. I have posted myself up in the cattle trade.

By Mr. ADAMS:

Q. At what agencies have you been present when cattle was delivered?—A. In Nevada.

Q. In what years?—A. In 1869, 1870, 1871, 1872, and 1873.

By Mr. HARRIS:

Q. Do they deliver the same class of cattle at the agencies that you have seen cattle delivered at, that they do at the agencies you bid for?—A. Almost the same.

By Mr. LAWSON:

Q. Do you mean to be understood to say that you were bound, if you took the contract, to furnish such cattle at the different agencies that would be considered merchantable by the United States officers receiving them?—A. Yes, sir.

Q. You were bound to fulfill these contracts to their satisfaction taking their opinion as to what was merchantable?—A. Yes, sir.

By Mr. ADAMS:

Q. You had a general idea when you put in the bid that it was customary to deliver to the Indians, at some seasons of the year, cattle inferior to that used in some cities in the country?—A. Yes, sir.

Q. Still you expected to conform to the requirements of the Department?—A. Yes, sir.

By Mr. McNULTA:

Q. Do you know what character of cattle was furnished under this advertisement?—A. No, sir; I do not.

By Mr. COMINGO:

Q. In what respect did the cattle that you saw delivered at agencies, differ from the merchantable cattle of Chicago and St. Louis?—A. There is not much difference. It was not considered first quality.

Q. Was it older, or younger, or poorer?—A. It was about the same thing.

By Mr. ADAMS:

Q. Can you explain in what respect the cattle delivered at the agencies is inferior to the cattle sold in St. Louis or Chicago?—A. There is a great deal of cattle offered on the Chicago market, born in Illinois or Kansas, and they are considered a little superior to that brought from Texas.

By Mr. RICHMOND:

Q. Are you accustomed to the business of cattle droving?—A. I have not been in that business, as I have already answered.

Q. Then you cannot call yourself an expert?—A. I cannot call myself an expert with old drovers. I have a knowledge of the business.

Q. Did you ever deliver any beef-cattle before these contracts were advertised for?—A. Yes, sir.

Q. Would you have offered the cattle that you considered good under the contract in any white man's market in any of the Western States as merchantable cattle?—A. Yes, sir.

By Mr. COMINGO :

Q. Have you seen the bids of the other parties to whom these contracts were awarded?—A. No, sir. I had no opportunity to see them.

By the CHAIRMAN :

Q. Is there anything else you desire to state?—A. No, sir.

WASHINGTON, D. C., *March 25, 1874.*

WILLIAM M. PLEAS sworn and examined.

By the CHAIRMAN :

Question. State your age, residence, and occupation.—Answer. I am thirty-seven years of age, reside in Leavenworth, Kansas, and keep a hotel when at home.

Q. State what you know in relation to the charges of unfairness, irregularities, or frauds in the matter of letting contracts for the furnishing of Indian supplies and transportation for the fiscal years 1873 and 1874.—A. I have some papers that have not arrived here yet that are necessary I should have. If I had a day or two I could be better prepared to make a statement. They should have been here last week. If I had them I could give you the exact figures, while without them I may go astray.

Q. You may state what you know.—A. I put in a bid at New York about the 29th of last April. The next morning I saw a report of the awards in the papers, and I found that my figures showed less money than the awards. I then went around to the place where the bids were opened the day before, and came across Mr. Farwell and was introduced to him. I showed him my figures and showed him also the awards that were made, as published in the papers.

Q. Who is Mr. Farwell?—A. He is one of the Indian commissioners, one of the revisory board. I showed him how these figures stood and he made the remark, "Your bid has certainly been overlooked;" and he said that he would look into it. He took my hotel address and went away. I waited until evening without hearing from anybody. I then came over here and put in a protest in regard to the matter. I still heard nothing, and finally I got a dispatch from the Commissioner saying that the awards were all made. When I called on Mr. Farwell Mr. Stuart was in there at the same time, and another gentleman, Mr. Powers, was talking to him about his bid.

Q. Who is Mr. Stuart?—A. George Stuart; I think he lives in Philadelphia; he is one of these revisory men. He was talking with Mr. Powers when I was there in regard to his (Powers's) bid. Mr. Stuart made the remark, "We do not propose to make any changes; we do not propose to be troubled," and he put his hand on Mr. Powers to put him out.

Q. What was that bid on?—A. On the Red Cloud agency, \$2.45.

Q. Whose bid?—A. Mr. Powers's. Mr. Stuart said, "We do not propose to make any changes; the awards are all made." I was then talking with Mr. Farwell, and he took my hotel address and said he would report to me about my matter, that my bid was overlooked. I didn't hear from him, and then I came over here and put in my protest in regard to my bid. I telegraphed to the Commissioner about it, and he replied in this way: "The award is already made and they do not propose to make any changes." It was something to that effect. I followed it up from day to day, thinking the matter might get around my way, for a couple of months, but they made no changes. During the time, I found there was another contract to be let—some Arizona contract. I went then to the Commissioner and spoke to him about that.

Q. What was this contract for?—A. For beef. He led me to believe that I probably could get that contract; that the gentleman who had it for a year or two didn't want it any longer. I went in one morning and asked him had he made up his mind about this Arizona contract. He then said "I guess I will let this other man have it." He told me at different times that they didn't want it."

Q. Who didn't want it?—A. The men that had it—Hooper & Co. I was somewhat interested in getting that, as I understood the thing. I put in a protest and also put in a bid for \$4.75 per hundred pounds, making a difference of \$20,000 on the contract. He paid no attention to it. He put me out in the Arizona contract, and also on the other contracts.

Q. Is that all you wish to say now?—A. I am somewhat familiar with the other bids. Mr. Mitchell was here looking after the bid of Harlan. Mr. Powers's bid was not looked a great deal after. He went home. He was an old gentleman, and he said there was no use making a fight over it. His bid was on the Red Cloud agency. The contract was let for \$2.73, and his bid was for \$2.43 on the Red Cloud agency, but he was ignored. Mr. Harlan was also ignored. He was some \$36,000 lower than the award. His security was amply sufficient. There will be some papers here in a day or two that I would like to read to the committee.

Q. If it is anything pertinent to the case we will call you again.—
Yes, sir.

Q. For what character of supplies was your bid for?—A. It was for beef for the northern posts.

Q. What agencies were these bids for supplies for?—A. That is where I am a little lame. If I had my papers I could tell. Red Cloud was one, and there were others.

By Mr. ADAMS:

Q. Look at that bid, if you please, and state what it was for, and for what agencies.—A. I recollect that I bid on all the agencies, but I was not the lowest bidder on any but four, I think. I know that I was \$46,100.25 lower than the award.

Q. Do you recognise that as your bid? (Paper shown witness).—A. That is my bid. Everything is there, including the security.

Q. Please read the bid.—A. I will do so:

LEAVENWORTH CITY, KANSAS, April 25, 1873.

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs, dated March 20, 1873, at the following agencies:

	Per 100 pounds.
Santee, 500,000 pounds, gross weight, beef cattle, on the hoof.....	\$2
Yancton, 1,800,000 pounds, gross weight, beef-cattle, on the hoof.....	2 76

Per 100 pounds .

Whetstone, 5,000,000 pounds, gross weight, beef-cattle, on the hoof.....	\$2 73
Upper Missouri, 1,850,000 pounds, gross weight, beef-cattle, on the hoof.....	2 75
Cheyenne River, 4,000,000 pounds, gross weight, beef-cattle, on the hoof.....	2 71
Grand River, 5,000,000 pounds, gross weight, beef-cattle, on the hoof.....	2 73
Red Cloud, 500,000 pounds, gross weight, beef-cattle, on the hoof.....	2 69
Upper Arkansas, 1,370,000 pounds, gross weight, beef-cattle, on the hoof.....	2 11
Iowa, 2,500,000 pounds, gross weight, beef-cattle, on the hoof.....	1 97
Washita, 1,130,000 pounds, gross weight, beef-cattle, on the hoof.....	1 97

And if this proposal will be accepted I will, within ten days after having been notified, execute a contract accordingly, and give security to the Commissioner of Indian Affairs for the faithful performance of the same.

W. M. PLEAS.

Attached to this is the guarantee of securities.

Q. Who are they?—A. C. B. Allen and L. G. Tanny.

I hereby certify that the sureties in the above guarantee are good and sufficient for the same. (Signed, marked H. Delahay, United States judge for the district of Kansas.)

I was the lowest bidder on four of the agencies.

Q. Which four?—A. That I cannot tell. My figures are not here. Red Cloud was one of them. There is one thing I would like to state, and that is there has been some changes made in the award since then. That I am prepared to show.

Q. You recognize that bid you have just read as your bid?—A. Yes, sir.

Q. You state, as I understand you, that contracts were awarded for four of the agencies at higher prices than what you bid for the same agencies?—A. Yes.

Q. You do not remember the particular agencies?—A. No, sir; except that Red Cloud was one of them.

Q. Do you remember the names of the persons to whom the bids were awarded?—A. Mr. Wilder was one; Mr. Slavens, of Kansas City, another; and Dodge, of Omaha, another.

Q. Were the four contracts awarded to these three men?—A. Slavens and Wilder got those contracts.

Q. Do you remember the exact amount of the bid of Slavens and Wilder?—A. I do not.

Q. But you do know the fact that they got the contract at a higher rate than you proposed to furnish the same article?—A. Yes, sir.

Q. You do not remember which agencies Slavens got and which Wilder got?—A. I did remember, but I have forgotten. They made some changes. Wilder got the Red Cloud.

Q. Did you, after the thing was over and you ascertained what the awards for these four agencies were, make any calculation as to the difference between the amount you bid and what was awarded?—A. Yes, sir; it was forty-six odd thousand dollars. That was for the four posts.

Q. You speak about having called the attention of Mr. Farwell to the fact that your bid was under the award for these four agencies and that Mr. Farwell said that your bid was overlooked?—A. Yes, sir.

Q. What was that other contract about which you have spoken?—A. It was a contract for beef; the exact amount I cannot recollect. It was a contract that had been let for years and years without advertising. It was for the district of Arizona for all the posts in Arizona.

Q. You say that contract was not advertised?—A. No, sir.

Q. How do you know it was not advertised; you didn't see it advertised?—A. Nobody else saw it.

Q. Are you prepared to state that it was not advertised?—A. I never saw anybody who had seen the advertisement.

Q. State as briefly and as succinctly as you can what occurred be-

tween you and the commissioner?—A. I went to the commissioner after finding out that there was a contract to be let. I told him that I had been ignored on the other bids, and that I would be satisfied to take that contract. He led me along from day to day without giving me a definite answer for ten days, saying that the other men did not want it.

Q. What other men?—A. Hooper has been contractor there for years.

Q. You refer to him?—A. Yes, sir.

Q. What then occurred?—A. He led me on for a week or ten days. I got tired of it and I went to him and said, "If there is anything in this I would like to know it. I have no notion of staying here a month or two." He then remarked that he had concluded to let the other parties have it.

Q. Was this just an informal talk you had with the commissioner before putting in a definite proposal?—A. I put in one when he told me he was going to let the contract to the other parties. He told me before that they would not take it again.

Q. Did you suppose the commissioner on an informal talk like that would let you the contract without any proposal being offered?—A. I did not know of any person putting in a proposal.

Q. Did you tell the commissioner in this talk at what figures you would take the contract?—A. I do not think I did. I told him I would take it at the same figures as last year.

Q. Was this just a verbal proposition to the commissioner, or was it in the nature of a proposal?—A. I made the proposition to him the same day he told me that he had made up his mind to let the other parties have it.

Q. Previous to this time you had been talking to the commissioner and he intimated to you that he was going to let you have the contract at the rates that had been awarded the previous year?—A. That I was led to believe.

Q. Up to the time that he concluded to let the other parties have the contract you had offered him no definite written proposal?—A. No, sir.

Q. It had been merely an informal talk with the commissioner?—A. Yes, sir.

Q. Did you contemplate entering into a contract as required by law after this talk?—A. I surely did. I then made a proposition to take it at 25 cents per hundred pounds less than it was let the year before.

Q. After he told you he would let it to the other parties you made up your mind to put in a proposition at 25 cents per hundred pounds less than the parties who had it the year before?—A. Yes, sir.

Q. The contract was not awarded to you?—A. No, sir.

Q. To whom was the contract awarded?—A. Messrs. Hooper & Company.

Q. The same parties who had it the previous years?—A. Yes, sir.

Q. At what rate?—A. Five cents a pound.

Q. Then the contract was awarded as I understand you without advertising, so far as you know?—A. Yes, sir.

Q. It was awarded to the party who previously had it at 25 cents on the hundred pounds more than you had offered to furnish the same supplies by a written proposal to the commissioner?—A. Yes, sir.

Q. Did you talk with the commissioner about his awarding the contract at a higher rate than you had proposed to furnish the same supplies?—A. Not afterward. I did not talk at all with him afterward.

Q. You spoke of a Mr. Powers who at the same time you were talking with Mr. Farwell had a similar conversation with one of the supervisory board, Mr. Stuart, and was complaining to him about the award. You

do not pretend to know anything about Mr. Powers's proposal except what you heard in the general talk then?—A. I heard his bid read off at the time the other bids were and his bid was \$2.45.

Q. You heard Mr. Powers complain to Mr. Stuart about the fact that the contract was awarded to other parties at higher rates than he had proposed to furnish the same supplies?—A. Yes.

Q. What did Mr. Stuart say in response to Mr. Powers?—A. He told Mr. Powers that this award was made, that they didn't propose to make any change, and he put his hand on Mr. Powers and showed him to the door. Powers didn't feel disposed to oppose him; he said he had certain rights there and didn't propose to be treated in that way. His name is David Powers, of Leavenworth City, Kansas.

Q. What is Mr. Harlan's name?—A. James B. Harlan. General Mitchell has had his papers and had charge of them.

Q. Was Mr. Harlan present in New York?—A. No, sir; Mr. Mitchell was there looking after his bid.

Q. You are very much dissatisfied with what you consider your treatment in reference to these bids?—A. I was.

Q. Did you receive either directly anything or any promise of anything from any source whatever in order to satisfy you about this matter, or in any way connected with your bids?—A. No, sir.

Q. You never received anything from any source or any promise of anything to satisfy you?—A. No, sir.

Q. Or to quiet you in reference to this matter?—A. No, sir. If I had I would not be here.

By Mr. LOWE :

Q. As I understand you the only written bid you made for furnishing supplies is the bid that you read this morning?—A. I made one after the commissioner told me he would let the other parties have the contract.

Q. You did make one besides this you read?—A. Yes, sir.

Q. Have you a copy of it with you?—A. No, sir; I suppose it is in the commissioner's office.

Q. In general terms what was that for?—A. It was for all the Arizona beef.

Q. When was that bid made?—A. Some time in June, or maybe the latter part of May. It was made in this city and was a written bid.

Q. Have you ever seen the contract that was awarded to the other parties in that matter?—A. No, sir.

Q. Did I understand you to state to the commissioner that you would furnish the beef for the Arizona district at the same prices at which it was furnished before?—A. I told him I would furnish it at 25 cents less.

Q. Didn't you first tell him you would furnish it at the same price?—A. I told him I would furnish it at the same price when he led me to believe I would have it.

Q. You didn't say to him then that you would furnish it at 25 cents less?—A. I told him I would furnish it at the same prices.

Q. Afterward you made a bid for less price?—A. Yes, sir; after he told me that he would let me have it.

Q. What was your written bid?—A. It was \$4.75 per hundred pounds?

Q. That was made after you had been informed he had let the contract?—A. Yes, sir.

By Mr. COMINGO :

Q. How did you ascertain the price at which these four contracts were let ?

WITNESS. The upper river contracts ?

Mr. COMINGO. Yes.

A. I was in New York, and was present when they were read off.

Q. How did you ascertain that that Arizona contract was to be let ?—
A. I don't recollect how I got the information in the first place. It was by some hook or crook.

Q. You saw no advertisement ?—A. No, sir.

Q. When you made the proposal to take the Arizona contract at 5 cents per hundred pounds, state whether or not the commissioner objected that your proposition was not in writing ?—A. At the time there was nothing said about it.

Q. What did he say that induced you to believe that you could get the contract ?—A. He said those other parties didn't want it, and so he kept me here from day to day.

Q. That was the way he encouraged you in the idea that you might get it ?—A. Yes, sir.

By the CHAIRMAN :

Q. You mean to state that the commissioner encouraged you that you might have it if the other parties didn't have it ?—A. Yes, sir.

By Mr. COMINGO :

Q. Did the commissioner, at any time, tell you that you might have the Arizona contract ?—A. No, sir.

Q. Did he, at any time before the day on which you introduced your proposal, tell you he was going to let the other men have it if they wanted it ?—A. No, sir ; nothing more than I have told you.

Q. Did he at any time tell you that you might have that contract if Hooper & Co. didn't take it ?—A. No, sir ; he said they didn't want it and didn't believe they would take it. That is the way he led me on from day to day.

Q. If he knew Hooper & Co. didn't want that contract, why did he withhold it from you ?—A. That is the question ; that I cannot say.

By Mr. LAWSON :

Q. I understand you to say that the Red Cloud agency was the only one about which you had any recollection of ?—A. Yes, sir.

Q. Did I understand you to say that your bid was lower than any other bid ?—A. No, sir ; there is a bid lower than mine ; there is a bid \$2,500 less than mine, and a responsible bid, too.

By Mr. RICHMOND :

Q. I will ask you to state again what Commissioner Smith said to you in reply to your first application to take the Arizona contract. Didn't he say to you, and haven't you so testified, that if the other parties didn't want it he might give it to you ?—A. I don't know that he did.

Q. What did he say ?—A. That is, perhaps, substantially what he did say.

Q. Then, if I understand you, when you first proposed to take the contract his reply was, in substance, that he would consider your application if the other parties didn't take it ?—A. He said that they would not take it, that they didn't want it, and this he repeated on different times.

Q. The meaning of that was that he wanted to know first whether they would take it ?—A. Yes, sir. He said they didn't want it, and led me to believe that he would give it to me.

Q. What did he say?—A. He said they didn't want it.

Q. Is that all he said?—A. It is some time ago, and I do not know that I can tell all he did say.

Q. You said his answer once was that they didn't want the contract?—A. Not only once, but several times, and I believed I would get the contract.

Q. You supposed you would get it because they didn't want it?—A. Yes, sir.

Q. They were old contractors?—A. They had it for a number of years.

Q. You know that they had a contract for five cents a pound?—A. Yes, sir; he told me so himself.

Q. You told him you would take it at the same price?—A. I did at that time.

Q. Did he tell you then that he would consider your offer if they did not want it?—A. There might have been such a conversation.

Q. Didn't he state that substantially?—A. I think he did.

Q. You didn't make the offer of \$4.75 until you knew that they had given the contract to the other parties?—A. He said he had made up his mind to let the other parties have it, and then I made the bid. I made it within twenty minutes after he told me that.

Q. In regard to these first contracts, you say you made your bids the day before the award?—A. Yes, sir.

Q. What time in the day did you put in your bid?—A. I think about 10 or 11 o'clock.

Q. With whom did you leave the bid?—A. I don't know. There was somebody who received all bids. In fact there were two or three put in the morning of the day.

Q. Was there a time fixed when you were to put in your bid?—A. There was a day fixed. The award was made on the 29th of April. The day before the bids were all supposed to be put in, although there were bids put in the same morning.

Q. Don't you know that the day you put in your bid the bids were closed?—A. No, sir; there were bids put in the morning the bids were opened.

Q. Where did you put in your bid?—A. I put it in where all bids were received.

Q. Have you taken Indian contracts before?—A. I have not taken Indian contracts. I have taken a good many Government contracts.

Q. Any contracts of this character?—A. No, sir.

By Mr. COMINGO :

Q. Was there any objection to your bid that it was not filed in time?—A. No, sir; not at all.

By Mr. LOWE :

Q. On what day of the week or month was it filed?—A. On Monday, the 28th of April.

By Mr. ADAMS :

Q. Do you pretend to remember positively the day of the week, or is it an impression that you have that it was Monday?—A. It is an impression.

By Assistant Attorney-General SMITH :

Q. Do I understand you to state that, in this conversation you had with the Commissioner of Indian Affairs about this Arizona contract,

you were led to believe that if he didn't give it to these other parties you would get it?—A. He told me Hooper & Co. didn't want it.

Q. Did you say that he led you to believe that if he did not give it to the other parties you would get it?—A. Yes, sir.

Q. Did you expect to get it without any written proposal?—A. I think there was none.

Q. Is that the way business is done in the Indian Office—to give contracts without advertisement?—A. It was something that I did not know anything about. It was all Greek to me.

Q. You didn't make any written offer?—A. After he told me he was going to give it to the other parties I put in my written offer.

Q. Was there any guarantee attached?—A. I would not say.

Q. It was simply your written proposal to take the contract at \$4.75 per hundred?—A. Yes, sir.

Q. Where was your proposal that you read to the committee dated?—A. At Leavenworth City.

Q. In whose handwriting was it?—A. General Shilas's.

Q. Didn't you, at the time you signed it, sign any other proposal that was drawn?—A. I think I signed some for one or two other men. They were drawn up by the same person. There are men who generally draw up such things; they are supposed to know how to draw up contracts.

Q. Did you sign, either as principal or as witness, or as security, any other contract for the same articles?—A. I could not tell; maybe one or two.

Q. Look at this. Is that your signature? [Witness was here handed the proposal of .]—A. Yes, sir.

Q. Who drew up that?—A. It is in the handwriting of General Shilas.

Q. Did you sign that paper? [Proposal of James B. Harlan shown witness.]—A. I signed that paper, but there has been a name erased.

Q. Did Mr. Harlan sign that in your presence?—A. I do not think he did.

Q. Did anybody sign it in your presence?—A. He might have signed it and fetched it to me.

Q. Has there been a signature scratched out, and Mr. Harlan's name put in?—A. I do not know.

Q. Please examine the paper, and give your opinion.—A. I cannot tell.

Q. Can't you see there has been another name there?—A. I see there has been something scratched out.

Q. Look at it carefully, and see if you cannot recognize the name?—A. I do not think I can recognize the name. I do not know anything about it.

Q. Look at this signature. Where does B. K. Davis live?—A. I do not know.

Q. Any such man in Leavenworth?—A. I don't know.

Q. Do you know C. E. Weldy?—A. I think he used to be at Leavenworth.

Q. See if there was a former signature where Davis's name now is.—A. I do not know. I do not know anything about it.

Q. That you suppose to be Harlan's signature?—A. I think so, but this erasing of my name I do not know anything about.

Q. Look at the next proposal that comes in order. See if that is in the same handwriting as yours.—A. It don't look like the same.

Q. This purports to be a proposal for these same supplies, and is signed Oen Fling. Was your name attached to this proposal of Oen Fling?—A. That looks like my signature. The crossing out I do not understand.

Q. Do you know a man by the name of Oen Fling?—A. There is a man there—

Q. How does he spell his name?—A. I do not know.

Q. What is his business?—A. He is a farmer.

Q. What are his pecuniary circumstances?—A. He is a farmer.

Q. Please examine the signature of Oen Fling.—A. I do not think I know Mr. Fling's handwriting.

Q. Examine the paper, and see if you can tell whether there has been a signature there before.—A. I do not know.

Q. Have you no opinion on the subject?—A. No, sir.

Q. Have you ever signed that paper?—A. Yes.

Q. Examine the signature to the guarantee on the same paper of Mr. M. H. Gay, and see if there has been any signature before that.—A. I do not know.

Q. I again call your attention to the proposal of Oen Fling, and to the signature of M. H. Gay as guarantee.—A. I do not know him.

Q. Do you know M. Wilder?—A. There was a man by the name of Wilder in our town.

Q. Did you see Mr. Harlan sign his proposal?—A. I did not.

Q. Did you see Oen Fling sign his?—A. No, sir.

Q. Did you see O. K. Davis sign that?—A. No, sir.

Q. In the proposal of Oen Fling, did you see M. H. Gay sign as guarantee?—A. No, sir.

Q. Where did you sign that?—A. At Leavenworth City.

WASHINGTON, D. C., April 2, 1874.

Mr. WILLIAM WELSH, of Philadelphia, appeared before the committee, and, on affirmation, made the following statement:

I reside in Philadelphia; am a merchant; my age is 66.

By the CHAIRMAN:

Question. Do you know of any fraud, unfairness, or irregularity in the matter of contracts for Indian supplies or transportation for the fiscal years ending June 30, 1873, and June 30, 1874, or of any fraud, unfairness, or irregularity in the execution of any such contract tending to show fraud, unfairness, or irregularity in the making thereof?—Answer. I have knowledge of contracts irregularly made. My knowledge relates to contracts for supplies. Of contracts for transportation I have knowledge only through the Board of Indian Commissioners, not personally. By irregularity I mean without notice to the Board of Indian Commissioners, without advertising, or the other public notice that is indicated in the law. I mean that kind of irregularity.

By Mr. HARRIS:

Q. The question is whether you know of any fraud, unfairness, or irregularity in the execution of contracts, tending to show fraud, unfairness, or irregularity in the making of them?—A. I answer, that outside of that derived from the Board of Indian Commissioners I have no knowledge on that subject.

By Mr. RICHMOND:

Q. Do you know of any irregularities or frauds in the making of contracts for supplies and transportation between the Government or its agents and the contracting parties?—A. No, sir; I have no knowledge.

Adjournment.

WASHINGTON, D. C., April 9, 1874.

DWIGHT J. MCCANN sworn and examined.

By the CHAIRMAN :

Question. State your age, residence, and occupation.—Answer. Age, 45; banker for the last sixteen years in Nebraska City, Nebr.

Q. Do you know of any frauds, irregularities, or unfairness connected with the letting of contracts for the furnishing of transportation and supplies for the Indians during the fiscal years of 1873 and 1874? If so, state particularly your knowledge.—A. I don't know of any, sir, during that time or any other.

By Mr. ADAMS :

Q. Was a contract awarded to you at the annual letting of contracts under advertisement in New York in the spring of 1873, for transportation? If so, state between what points, and the rate at which the contract was awarded?—A. On the 28th of April, 1873, I think I was awarded a contract.

By Mr. RICHMOND :

Q. Was that contract in writing?—A. It was in writing. The contract was for the carrying of Indian annuity goods and supplies from Cheyenne, Wyoming, to the Old Red Cloud Indian agency, on the Platte River. The rate was \$1.20 per hundred pounds per hundred miles.

[Mr. Richmond objects to witnesses stating the contents of the contract, it being in writing.]

By Mr. ADAMS :

Q. Subsequent to the time that that contract was awarded to you, you entered into a written contract with the Commissioner of Indian Affairs as the head of the Indian Bureau, in conformity with that award?—A. I did. I think it was on the 28th May; the contract will speak for itself.

Q. Were you ever paid any amount for services rendered under that contract?—A. I was.

Q. Up to what date were you paid for services under that contract?—A. Under the first contract I was paid for the shipments made from July 1 to the 16th, inclusive. There were several shipments made between those dates, but not every day. I recollect being present and making shipments on the 1st, 2d, and 3d of July, and again, perhaps, on the 8th and 10th, and again on the 14th, 15th, and 16th, I think; but I will include them all by saying from July 1 to the 16th, inclusive. I was paid for the shipments made upon all those days; I don't know now at what time the account was paid.

Q. You mean to say that you were not paid for any shipments made under that contract subsequent to July 16?—A. I think July 16 was the date of the last shipment that we made under the old contract. The agency was moved during the latter part of July, and I think we made no shipments under that contract after the 16th.

By Mr. HARRIS :

Q. By the old contract you mean the contract of May 28?—A. Yes, sir; the only contract that we have spoken of yet; the contract of the 28th May under the award of the 28th April.

By Mr. ADAMS :

Q. Did the contract which you entered into designate the distance

for which you were to be paid from Cheyenne to the Old Red Cloud agency?

[Mr. Richmond objects to the question as calling for the contents of the contract, the paper itself being the best evidence. Mr. Adams produces the paper which he says has been sent to him as a copy of the contract, and, on motion of Mr. Richmond, it is received in evidence as a copy, and it is then read.]

Q. Did you subsequently make another and different contract with the Commissioner of Indian Affairs, or with any one else? If so, state all about it.—A. I did make another contract with the Commissioner of Indian Affairs subsequent to this time, after the removal of the Red Cloud agency. I think it was on the 18th or 20th October, 1873.

Q. Why was this new contract entered into?—A. It was entered into, occasioned by the removal of the agency from the Platte River, upon the southern boundary of the Indian reservation, about one hundred miles, or, as stated by the agent, about eighty miles, more or less, over on to the White River, on the same reservation, from the Platte, on the south boundary of the reservation, to the White River, in the interior.

Q. Look at this paper, and see if it is a correct copy of that subsequent contract?—A. I think that is a correct copy of that contract.

Q. State, from your own recollection, and with the contract before you, at what rate you agreed in that subsequent contract to transport goods from Cheyenne to the new agency?—A. One dollar and seventy-five cents per hundred pounds per hundred miles.

Q. That contract was made between you and the Commissioner without any advertisement, or without subjecting it to any competition, was it not?—A. I don't know whether it was subjected to any competition or not. When I had completed the contract to the Old Cloud agency, I wrote to the Department, asking whether it was the wish of the Department that I should go on delivering supplies to the new agency, or whether I should go on and execute a new contract. The Acting Commissioner of Indian Affairs informed me that the Commissioner of Indian Affairs was then, I think, in the southern Indian country, and that as soon as he returned I would be informed of the fact. I learned of the presence of the Commissioner in Washington through the papers, I think, and I came on in October, early in the month, and that contract was finally executed upon the 18th, I think. Whether they were called upon by other parties to do it for less or not, I don't know.

Q. You don't know whether they advertised?—A. I don't know. I have reason to suppose that they did not advertise, because the exigencies of the service were such that they could not well do so. I was then carrying supplies up to the new reservation, relying upon the Department to see me made whole, whatever the result might be.

Q. If I understand you correctly, you say that when the agency was moved a distance of eighty miles farther from Cheyenne to what is known as the new agency, you addressed a communication to the Department desiring to know whether it was the wish of the Department that you should transport the goods to the new agency?—A. I will state in reply to that that I was required to load my trains for the new agency. I said to the agent: "At what rate of transportation—the same price as I had two or three years ago?" He said: "With regard to that I don't know; you must settle that with the Department. I require the supplies forwarded, and you make your contracts with the Indian Department—settle that with the Department." I loaded the trains and started them. I then wrote a letter from Cheyenne to the Department, asking whether it was their wish that I should continue, and stating the objections to

going on at the rate that the Department might suppose I would go on, at \$1.20 per hundred pounds per hundred miles; and in reply, I was informed that the Commissioner was then in the southern country, and that as soon as he returned I would be advised, and could go on and execute a new contract. I then came on, as I have stated, and spoke to the Commissioner in person with regard to it, and he required me to submit my offer in writing. I did so, and I stated to the Commissioner in my communication that in 1871 and 1872, for hauling goods from Cheyenne to the same point, or within a very few miles of the same point, it being the location of the old Whetstone agency, the Department had paid me, I being the lowest bidder, \$1.75 per hundred pounds per hundred miles. He asked me if I could not afford to do it for less. I told him that I could not—that I would not do it for less, and the matter was held in abeyance, and, I believe, was referred to the Secretary of the Interior, and finally I was advised that they would enter into a contract with me upon the basis of my former contracts of 1871 and 1872, to about the same point at the same price. I made my proposals on the 28th of February, and the contract was awarded to me on the 28th of May, and I was to commence my duties upon the beginning of the new year, the 1st July, 1873; and I stated to the Commissioner, in addition, as a reason for this higher price, that while I could carry at \$1.20 to the old agency during the summer months, I could not carry during the winter months over a much worse road, and subject to much greater risks, at the same price. The route from the old agency to the new, as will be seen by looking at that map, lies across the dry and sandy divide between the Platte upon the south and the White River upon the north. We have to go directly over that. We start from the old agency and follow the river down to old Fort Mitchell, on the Platte, and then take a northern direction to go through the divide, and go directly over to the White River. Those were my reasons, I believe assigned in my communication—those were the reasons which governed me, and it was upon that basis that the contract was made, as I understood.

Q. When you entered into this first contract, didn't you understand that you were bound to transport these supplies either in summer or in the winter months, just as the Department might elect to send the goods at the one time or at the other?—A. Certainly, but the Department makes its purchases generally in May and June, I believe—at any rate the goods have always been there for a number of years past on the 1st of July, and they are being constantly received during July, August, September, and October, and I have always been in the habit of putting on enough force to do all my transportation before the winter months, or, if anything had to be done during the winter, it would be merely for incidental supplies, and I could put on a mule-train, and, by foraging it, go over without much risk or expense.

Q. But still, you understood that by the terms of the contract you were bound to deliver them at the price indicated, at any time that the Department might call upon you to do it?—A. Certainly, sir.

Q. Before you entered into that new contract, during the *interim*, from the time of the removal of the old agency up to the time of the execution of the new contract, did you transport any goods?—A. Yes, sir. I have stated before that, in accordance with the requirements of the agent, I loaded trains with a sufficient amount of supplies for his temporary use, and started them on, but at the same time I notified the agent that this was not under my old contract, and that I would rely upon receiving the price which I had received one, two, and three years

before for transportation to about the same point; and in reply to that, the agent said to me, "I can give you no satisfaction with regard to that; you must settle that with the Department at Washington."

Q. Then you just relied upon the assumption that the Department would give you the same compensation that you had got in former years for transportation to a point near the same place?—A. I did, so far as those temporary supplies were concerned, because I supposed the Department would do what was fair and right with regard to it.

Q. What amount of supplies did you transport during this period when the matter was unsettled, and you were relying upon the action of the Department?—A. I have not the data by me to give you a precise answer; I can approximate it pretty nearly. I think about two hundred and seventy-five thousand or three hundred thousand pounds. I loaded three trains; I promised to load two, and I loaded three.

Q. By trains you mean teams?—A. No; by a train I mean a number of teams, more or less, generally fifteen to twenty; five wagons, with six yoke of cattle each.

By Mr. SHANKS:

Q. How far was it from Cheyenne to the old agency?—A. One hundred and thirty-two miles.

Q. How far from Cheyenne to the new agency?—A. The agent who was in charge at the time reported it as eighty miles farther, more or less, over the divide.

Q. How much of the same road did you travel going to the new agency that you traveled going to the old agency?—A. About 130 miles.

Q. Does your new contract cover that same route?—A. Yes, sir; it covers that as well as the other.

By Mr. ADAMS:

Q. Did you understand yourself to be bound under the terms of the first contract to deliver goods at the new agency at all, at any price?—A. Not at all. I did not understand that under my first contract, I was to do anything except deliver the supplies at the agency as it then existed.

Q. Then when the agent said to you that he required the goods to be forwarded by you, did you feel that you were under any sort of obligation, under your contract, to comply with the requirement of the agent?—A. I certainly felt that it was my duty to do anything and everything which was reasonable and right to facilitate the public business, I being the contractor for transportation, and having been a contractor there for years; from my experience with the Indian Department during the last thirteen years, I felt that for the transportation of those temporary supplies I would certainly be paid whatever was right, and I therefore forwarded the trains and supplies.

Q. But the question is this: although he told you that he required you to take the goods forward, you did not feel bound to do it unless you chose to do it, and rely upon the Department to give you a just compensation?—A. I felt that as the contractor for transportation for the year, while I was engaged in the performance of that contract, the Government had seen fit to re-locate its agency; it was my duty to go on and perform temporary service without waiting to come to Washington to execute a contract, leaving the Indians without any supplies at the new location. The agent required the supplies at the new agency the moment he located there, and the exigencies of the service seemed to me to require that the trains should go forward immediately. The agent so considered it. I loaded the trains and sent them

forward, but did not feel that I would be compensated at the same rate per hundred pounds per hundred miles that I was to have under the old contract, where I did not enter the Indian reservation at all; and inasmuch as the route from the old agency over to the new was difficult and I could not haul within fifteen hundred pounds to a wagon as much as I could from Cheyenne to the old agency, I felt that I was entitled to an additional compensation. Those were the considerations which actuated me in doing as I did at that time.

Q. The agency having been removed to a point eighty miles farther, and to a point to which you had not agreed to transport supplies, did you consider yourself liable under your bond for any breach of your contract if you refused absolutely to deliver any goods at the new agency?—A. I don't know that I considered that subject at that time, but if I am asked what my opinion now is on the subject, I will readily state it.

Q. I am asking what you thought at the time?—A. I considered that my contract of the 28th of May ceased, or that I had completed my duties under it, when the agency was removed from its former location to another point.

Q. Then you consented to transport the goods to the new agency without feeling that you had the right to claim more than \$1.20 per hundred pounds per hundred miles as a matter of right, but relying on the justice of the Department for additional compensation; is that the case?—A. No, sir; I distinctly stated, or intended to state, that I informed the agent that I would not carry goods to the new agency at \$1.20 per hundred pounds per hundred miles. The agent informed me that they required the goods then. He said, "I require the supplies there the moment I arrive, and I want them sent forward, and the Department undoubtedly, will pay you what is right." And I will state that the agent himself said that I could not afford to do it at that rate, but that the Department would pay me what was right, and that he must have the supplies immediately. I loaded the supplies and sent them forward and then communicated with the Department in Washington.

Q. What I want to get at is this: you have already stated that you considered that your obligation under that contract ended when they changed the agency to another point eighty miles farther off. Now, notwithstanding the fact that the agent told you that he required the supplies to be forwarded, and you did forward them, did you feel that the Department was bound to award you the compensation that you thought was right when you thus voluntarily forwarded those goods?—A. I did not feel that there was any existing contract which would compel the Department to do it, but I felt that the Department would have to pay me what was right and what the services were worth; and, I having been the lowest bidder, and a contractor at that price, I based it upon that alone, and stated to the agent that I would require \$1.75 per hundred pounds per hundred miles. He stated that he had no authority to enter into a contract with me. "But," said he, "the Department will do what is right in regard to this matter. You forward the goods, and then make your contract with the Department."

Q. Well, inasmuch as you transported those goods without any contract with the Department, did you think you could compel the Department to pay you anything more than it had stipulated to pay you for transportation to the old agency, if it thought proper to refuse to do so?—A. Yes, sir; I thought so then, and I think so now, from the fact that the service was worth more, and the Government had always paid more for it. I couldn't afford to do it at the same price, and do it, too,

in an emergency, when we were twenty-five hundred miles away from Washington and could not confer with the Department here. Under the circumstances, I concluded that the Government would have to pay me, what any other man would have to pay me, a fair compensation for such services.

Q. Even though the Government had not asked for your services, had not contracted for them?—A. Well, the Government did not ask for my services, unless the agent in charge of that agency was the representative of the Government with regard to the services to be performed, but it seemed to me natural and proper that I should do the work; in fact, I was the only party in the country there that had any amount of transportation at that time.

Q. How much money did you receive from the Department for transportation during the time there was no contract?—A. I cannot answer that question as to the number of pounds and the amount, from the fact that the bills of lading for that and for other amounts came in together, but I received at the rate of \$1.75 per hundred pounds per hundred miles for all transportation that was done after the change of the location of the agency.

Q. The written contract which you entered into in October stipulated, I believe, that it should be retroactive and cover the transportation of goods which you had forwarded from the time that the old agency was removed up to the date of the making of the new contract?—A. In reply to that question I will simply read a note to the contract which I required to be made before I would execute it. The contract is dated October 20; agreed upon, I think, on the 18th, and executed on the 20th. I supposed that when my bills of lading would come in for these temporary supplies, the goods having been transported between the time that the agency was removed and the date of this second contract, that very likely the accounting officers at the Treasury would insist that they could not pass them unless they were covered by this contract. I called that to the attention of the Commissioner of Indian Affairs and of the Secretary of the Interior, and this note was added in accordance with my requirement at that time to cover those goods that were shipped from the 20th July on up to the date of this contract. It reads: "It is agreed that the contractor shall be paid for the transportation of all goods and supplies delivered at the New Red Cloud agency since the location of the same, in accordance with the terms of this contract." I required that at the time of the execution of the contract to cover the supplies which I have just referred to.

Q. Had your accounts been passed or made out to you at the Indian Office before that contract was made for those services in that interval?—A. I will state in regard to that that the accounts are simply this: I render my original bill of lading to the Commissioner of Indian Affairs, and my accounts are made out in accordance with the contract. Whether I had any with me at that time I don't know, but the record would show. The bills of lading would, of course, be dated at the times of the shipments. They go from Cheyenne to the agent to be receipted; he receipts them when he gets the supplies all in, and then he forwards to me the bills of lading. They are made out in triplicate. The original bill of lading is required by the Department in passing the accounts, and I render each shipment by itself, or two, three, or four shipments, as the case may be.

Q. Had you received any money for the transportation to the new agency before that contract was entered into?—A. I had not; I had not presented any accounts.

Q. Do you know whether your accounts had been made up in the Indian Office before that contract was made?—A. They couldn't have been, as the bills of lading had to be returned, as I have stated.

Q. In transporting these goods under this contract, (I am talking now about all the services you have rendered under both contracts,) did you transport the goods with your own teams, or did you employ teams?—A. Both; all of my own transportation has been engaged, and such other transportation as was required to keep the agencies supplied.

Q. How much did you get per hundred pounds the entire distance from Cheyenne to the old agency?—A. One dollar and twenty cents per hundred pounds per hundred miles. It would be about \$1.54 for the whole distance.

Q. The Department allowed you under this new contract, which covered all your services from the date that the agency was removed, \$1.75 per hundred miles per hundred pounds, and the distance to the new agency was estimated at what?—A. Two hundred and twelve miles.

Q. In settling with your employes whom you employed to transport goods for you when you had not sufficient teams to do it yourself, how many miles did you allow them?—A. I never paid them by the hundred pounds per hundred miles; I have always paid so much per hundred pounds for the delivery of goods at the agency, wherever it was.

Q. How much did you pay those whom you employed for the whole distance from Cheyenne to the new agency?

[Mr. Richmond and Mr. Butler objecting to this question, the chairman decided that if it was proposed to show that other contractors were ready to take the contract which Mr. McCann, the witness, fulfilled that would be admissible; but it would not be admissible to show what Mr. McCann paid his men, or what he had sublet a portion of his contract for. Mr. Adams appealed, and the decision of the Chair was sustained.]

Q. Whether you sublet any portion of that contract or not; didn't you employ a man and enter into a written contract with him to transport those goods?—A. To the old agency?

Q. And to the new, also?—A. I had a contract for this last year. I think in June I entered into a contract with one party having a few teams to give him employment during the whole year. He did enter upon the work, but that contract was annulled upon the removal of the agency from its old location, and I would state in this connection that every man outside of my own transportation, all of these parties that I had been giving employment to, abandoned me just the moment that the troubles commenced. They all refused to cross the Platte River. I would like to go into detail as to that at some future time; but I give this answer now.

Q. What do you think would have been a fair compensation to you for transportation from the old agency to the new?—A. You mean provided the Government had delivered the supplies at the old agency?

Q. You had a contract to deliver supplies at the old agency at the rate of \$1.20 per hundred pounds per hundred miles; the old agency was eighty miles beyond the point at which you were bound under the then existing contract to deliver supplies at the rate of \$1.20 per hundred pounds per hundred miles. Now, suppose that contract to the old agency had been let stand, and the Government entered into a contract with you simply for the additional distance of eighty miles to the new agency, what do you think would have been a fair compensation for transportation for that eighty miles from the old agency to the new?—

A. That would be a difficult question to answer, for this reason, that the old Red Cloud agency was located on the Platte River, on the southern boundary of the reservation, and we were subjected to no dangers from loss of stock or attacks from the Indians until we crossed the river; and immediately upon crossing the river, we unloaded at the old agency. Now, then, had I consented to such an arrangement as that, I would have been compelled to run all the risks which we have encountered since that time between the old agency and the new. You speak of the distance as eighty miles. It is reported officially by the agent at 80 miles, more or less; but the agent started from the old agency and struck directly north by ambulance or light conveyance, and not one of my trains, or any of the trains employed, has ever traveled that road in the transportation of supplies. They cannot do it for the want of water and grass and on account of the sand. We keep down the Platte River, as I have stated, to old Camp Mitchell, on the south side of the river, and there we leave the Platte and travel, instead of 80, over 100 miles; it is variously estimated at from 105 to 118 miles the way we travel. Now, on the whole of that route, we are liable to meet with losses by the Indians killing the cattle for beef and stealing the horses and mules for riding purposes; and we have lost a great many, and do continually incur losses while on the reservation, especially of riding stock and mules; and I don't know what that would be worth. If the Government, or any other party, should deliver these supplies at the old agency, and then ask us to take them over to the new, I would charge them more than double the price that I would ask from Cheyenne to the old agency, because of the losses to myself and to others, which have, with one or two exceptions during the past winter, occurred all on the north side of the river, I think. I speak from what I know myself and from information derived from my employés, and I have heard of no troubles south of the river, except in one or two isolated cases. All of our bad road, or the greater part of it, all our risks and losses, are in the Indian country after we leave the old agency or the Platte at whatever point it may be and go up north. I would call attention to the fact which I have stated once before that the basis on which I made my estimate of \$1.75 per hundred pounds per hundred miles instead of \$1.20, was the fact that that was what the Government paid me in former years for the same service when the contracts were let to the lowest bidder. I was the lowest bidder, I believe, in 1871 and 1872.

Q. You are now attempting to give an explanation of why the Commissioner awarded you this contract?—A. Well, you asked me what it would be worth—

Q. What it would be worth if the contract to the old agency had been let stand and you had been going to enter into a contract for transportation from the old agency to the new.—A. Yes; and I replied with this explanation, that it would have been worth more than double the rate from Cheyenne to the old agency, because of the reasons I have mentioned.

Q. What price have you given to other parties who have delivered goods for you from the old agency to the new?

The CHAIRMAN. That question, I think, comes within the ruling of the Chair.

The WITNESS. I have no objection, Mr. Chairman, to answer as to my private business. Ever since the first Indian troubles—the first Indian troubles after the execution of this last contract—I paid all the way from \$1.75 to \$2.50 per hundred pounds. In addition to that I have entered into written contracts to protect my employés—those who are employed

outside of my own transportation—to indemnify them for delays and to pay them for all losses of horses, mules, or cattle, and all damages sustained, and have paid them. I have not hired any of the goods delivered at so much per hundred pounds per hundred miles. The price I have named is for the whole distance.

By Mr. LAWSON:

Q. That was so much per hundred pounds per hundred miles, the price you stated?—A. O, no, sir; that would amount to more than double what I received from the Government. I pay so much per hundred pounds for the whole distance, I taking the risks of losses, for the whole route through, from Cheyenne, on the Union Pacific, to the agency, wherever it may be. I will state in connection with this (for my answer will not be understood unless I do state it) that during the winter, when all of this has been done, these parties that I employed prior to that time abandoned me, and I have had to put on additional transportation of my own to do this work to a very great extent; and the moment that the troubles broke out, as can be testified, I presume, by the Commissioner of Indian Affairs, my trains were stopped upon the Platte River at the southern bounds of the agency, and I had to pay and have paid for protection to carry them through from the Platte to the new agency.

By Mr. ADAMS:

Q. When did the Indian troubles to which you refer begin?—A. I think the first trouble that we had was in January, 1874; I speak now of the first troubles since the date of this contract, where I have been interfered with in the discharge of it.

Q. You mean to say that there have been no Indian troubles prior to that time?—A. None which affected me.

Q. I understood you to say, in answer to a question by General Shanks, that in going to the new agency you travel over the same road that you would have traveled in going to the old agency; in other words, that you went by the old agency in going to the new, with the exception of a few miles?—A. With the exception of a few miles. By looking at the map you will see there a route leading from what is called Horse Creek Springs, which is on the road to the old agency. At that point some trains take to the right, (it depending on the character of the road and the season of the year,) and others, judging for themselves as to the expediency of doing it, go to very near the old agency and then turn down.

Q. How far is that point where they turn off from the old agency?—A. They may turn off at the first camping-point this side of the river, which would be ten miles from the agency, or they may go nearer to it. I must explain to the committee that what we term a road in that country is very seldom traveled by any great number of trains for any length of time. Just as soon as the sand or any other impediment makes it necessary the wagon-masters strike out and take any route over which they can travel. The sand there is such that the more it is used the worse it becomes.

By Mr. RAINEY:

Q. Is that taken into consideration in making the contracts, or do you take the distance direct, or how?—A. The distance has been established heretofore, both in the Quartermaster's and the Indian Departments, where there was no actual measurement by the official reports of the agents. In bidding, we are governed by their reports; but when we start from Cheyenne we go just where we think we can get over the country best.

By Mr. ADAMS :

Q. But still you travel on the same road that you did under the other contract, until you get within about ten miles of the old agency, and then you turn off?—A. Ten miles, or twenty-five; they turn off at either of the two points just as they see fit. The springs are twenty-five miles this side of the old agency, and the first camping-ground is ten miles.

Q. Who were the parties with whom you had written contracts to transport these goods for you?—A. The only written contract that I ever made was with Charles Peck, in June last. That was before we entered upon the service to the old agency for the year 1873-'74.

Q. That contract was not to pay him any given amount per hundred pounds per hundred miles, but to pay him a stipulated price for the whole distance?—A. No, sir; not exactly. I have not the contract with me, but I will state it as I understand it and as it was. I paid him so much to the old agency. There was a commission at Cheyenne at that time treating with the Indians for the removal of the agency; and, anticipating that, and he wishing to have employment for his teams during the whole season if he remained with them, I agreed that if the agency was removed I would pay him so much per hundred pounds per hundred miles for every ten miles from the old agency, we supposing that the agency would go over to the west on the route to old Fort Reno and Fort Phil Kearney; and not anticipating that it was to go over to where it now is I agreed with him upon that basis; but, as I stated before, immediately upon the removal of the agency, we both having understood that if it was removed it would go in another direction, and having provided for it, that contract was canceled and Mr. Peck has not performed any service under it since the removal of the agency from the old location to the new.

Q. What are the names of the parties whom you have employed to transfer goods from Cheyenne to the new agency?—A. Last summer I went down to New Mexico and employed some trains there. There were several of them, but Vigil is the only man that I treat with. What transportation there was in Wyoming they put up a corner on me, and I went out to New Mexico and got some other transportation, and since that time when that transportation has not been engaged in work, what few wagons there were, I have employed. One is John Freel and one is Peck, whose name I have mentioned, and one is Antoine Vigil, and one is Jobson.

Q. What proportion of the supplies that you have delivered under this contract have been delivered by your own teams, and what proportion by others, whom you have employed?—A. I cannot answer that exactly, but I think I have myself moved from a half to two-thirds, the balance by employés and my own transportation.

Q. By the route which you travel, how far do you estimate the distance from the old agency to the new?—A. My wagon-master, who has been with me nine years, and is principally charged with the movement of my transportation, believes it to be 120 miles; Mr. Hecht believes it to be 115; the agent states the removal to be 80 miles, more or less, but he reported that without consultation with me and judging from the distance that he traveled going across the divide. I will state here that had I been called upon to transport from the old agency to the new at 80 miles, and at so much per hundred pounds per hundred miles, I never would have undertaken it at all.

By Mr. HARRIS:

Q. At the time of the execution of this contract, at the time you made

your bids in April, and at the time you received your contract, did you pay to any person, in consideration for your receiving that contract or that award, any money?—A. I never paid for that contract, or for any other, money—any money or no consideration, directly or indirectly, and I know of none being paid.

Q. Did any person in your behalf pay to any person, I don't care whom, any consideration for those contracts?—A. I wish it to be distinctly understood that for thirteen years, since 1861, I have been transporting for this Department and for the Quartermaster's Department, and have received a contract, I believe, every year, and I have never in any way, directly or indirectly, individually, or through any person whatever, paid any person any money or other consideration, or promise, it.

By Mr. LAWSON:

Q. You stated a while ago that the route from the old agency to the new was so difficult that the teams could not haul as much by 1,500 pounds to the wagon as they could from Cheyenne to the old agency; what weight of freight did you put on a wagon going to the old agency?—A. To the old agency we never loaded less than 7,500 pounds to the wagon.

Q. And to the new agency you loaded 6,000?—A. No, sir; anticipating inquiry upon that point, I have taken an average of the loading, so far as the bills of lading have come in during the winter. They average about 5,500 pounds. I stated that the loads that we could draw to the new agency were 1,500 pounds less than what we could draw to the old, but the average is about 2,000 pounds less. I am glad that has been raised here, because it was raised by the Board of Indian Commissioners in objecting to my contract, and I made the same explanation to them. The conditions are such that we cannot put on a full load to the old agency and leave part of it there and go on to the new with the lighter load. We have to load at Cheyenne whatever we can take and go clean through with it, and the average load is 5,500 and some odd pounds during this winter.

Q. In other words, you start from Cheyenne with 5,500 pounds, whereas under the old contract you started from Cheyenne with 7,500 pounds?—A. Yes, sir.

Q. You stated that the exigency was such that the agent required you to transport supplies at once to the new agency—two or three trains?—A. He required a certain number of pounds, which required a certain number of trains to be started, or else when he got over to the new agency he would have no supplies, and he could not hold his Indians.

Q. Was the exigency such that the Government could not have advertised, and have a regular bidding for that transportation?—A. It would have been an utter impossibility, because there was no transportation within three or four hundred miles at least. It was utterly impossible to do it by advertising; but I wish it to be understood that I took no advantage of that.

Q. But it was absolutely necessary to have those supplies immediately?—A. It was.

Q. And the Government could not have advertised and accepted bids on account of the necessity for immediate action?—A. It could not; there was no time to do it.

By Mr. ADAMS:

Q. From the time of the removal of the old agency in July until October, when this contract was finally negotiated with you, was there not

abundant time to have advertised?—A. If the Department had taken the necessary steps about the 28th July, before my contract was finally executed, they could have advertised; but during this time, as I have explained, I was performing these duties, and was expecting every day to be called to Washington to enter into this contract with the Commissioner of Indian Affairs, and I suppose that neither the agent nor the Department supposed, and I know I did not myself suppose, there would be any delay whatever. I thought that immediately upon the removal from the old location, if the Government succeeded in accomplishing their object in getting the Indians over into the interior, they would require their supplies there, and I loaded these trains and sent them forward in perfect good faith, knowing that the Government, if they did not require my services further, would pay me what was fair and right for that temporary service.

Q. But if the Government had chosen to pay you for that temporary service, for what you had already done, such compensation as it thought you were justly entitled to, it had time before the execution of your contract in October to have advertised for regular transportation to the new agency?—A. I will state in reply to that that it was suggested to me by some persons whose names have appeared as bidders, and persons who are in the habit of bidding for contracts, that if I would hold my transportation and refuse to perform this service for the Government, we could put that up to \$2.50 per hundred pounds per hundred miles. When these parties abandoned us at Cheyenne we sent over to Denver, and the lowest figures we had offered to us there were \$2 per hundred pounds per hundred miles.

Q. That is not the question.—A. I know it is not the question, but it is a fact.

Q. I am asking about whether the Government had time to advertise?—A. I suppose if it had been known that there would have been this delay, there would have been plenty of time to have advertised; but I presume that if they had advertised, the transportation would have cost them at least one-third more than it has cost during the winter. All the work, owing to the delay in the removal of the agency, has been done in the winter, and at great expense, as I have had to hold half my stock on ranch.

Q. Didn't you do the greater portion of your service under this contract subsequent to October?—A. Certainly I did; during the winter-months; that is the point I wished to make.

By Mr. BUTLER:

Q. After you sent on these three trains to the new agency without any contract, suppose the Government had advertised for the balance of that transportation, could they have got it at \$1.75?—A. No, sir; I don't think they could.

By Mr. ADAMS:

Q. Didn't you enter into a contract in October to do subsequent to that time the larger portion of that transportation?—A. Yes; I entered into this contract on the 21st October.

By Mr. BUTLER:

Q. That embraced what you had done up to that time, though?—A. That embraced what had been done prior to that time.

COMMITTEE ON INDIAN AFFAIRS,
April 15, 1874.

AMHERST H. WILDER sworn and examined.

By the CHAIRMAN:

Question. Please state your age, residence, and occupation.—Answer. Forty-five; Saint Paul, Minn.; contractor.

TRANSPORTATION.

Q. Do you know of any frauds, irregularities, or unfairness in connection with the letting of contracts for supplies and transportation for the Indians in the fiscal years 1873 and 1874? and if so, state your knowledge.—A. I know of none, sir.

By Mr. ADAMS:

Q. Tell us how many contracts you have for furnishing goods or supplies, or for transportation, for the Indian Bureau, and give the character of each contract.—A. I have a contract for transportation upon the Missouri River to all the Indian agencies from Sioux City, or Yankton, to Fort Benton. My contract embraces all those points. I have not a copy of the contract with me. I have a contract for land-transportation from Fort Randall to Whetstone, and I have a contract for furnishing beef-cattle at the Red Cloud and Whetstone agencies. Those are the only contracts I have that are in force now. I have had other contracts during the year, but I think they have been filled.

Q. Tell us the other contracts which you have had and which have been executed.—A. I had a contract for furnishing beef-cattle at Fort Berthold, Dakota; also for furnishing hay at Fort Berthold, and coal. I had another contract for the furnishing of oxen and cows at four or five different agencies—the Grand River agency, Cheyenne agency, Crow Creek agency, and at Fort Randall for the Whetstone agency, and perhaps the Santee agency. There were about half a dozen, and I may have forgotten some; I would prefer that you would refer to the contracts, but I think I have stated them all.

Q. Those were all written contracts?—A. Yes, sir.

Q. Which of the contracts that you have enumerated were awarded to you publicly under advertisement, and which were made with the Commissioner or other persons?—A. The contracts for Missouri River transportation, and for the furnishing of beef-cattle at the Red Cloud and Whetstone agencies, were awarded to me at New York.

Q. On this contract for cows and oxen for several different agencies how much did you receive from the Government or its officers?—A. The contract-price was \$40 each for the cows and \$150 a yoke for the oxen, delivered at the agencies.

Q. What I am endeavoring to get at is the aggregate amount that you received?—A. About seventy-nine thousand dollars.

Q. Was that a contract that was made to fulfill treaty stipulations with the Indians belonging to those different agencies?—A. That I know nothing about.

Q. Where were you required, by the terms of the contract, to deliver the oxen and cows and the other things contracted for?—A. At the agencies named in the contracts.

Q. Did you deliver the cattle at all the agencies as required by the terms of the contracts?—A. I did.

Q. Were any of those cattle, by the terms of the contract, to be de-

livered at Fort Randall?—A. No, sir. Those for the Whetstone agency I delivered at Fort Randall. That was not mentioned in the contract; but just before my cattle left the country for the agency the Commissioner ordered me to send a certain number (I have forgotten how many) for the Whetstone agency. The subagent at Fort Randall receives the supplies for the Whetstone agency, and I was directed to turn them over to that agent, and I did so, and received his receipt for the stock.

Q. By the terms of the contract, were you bound to deliver any cattle at Fort Randall or at the respective agencies?—A. I have told you, I think, that the Whetstone agency was not mentioned in the contract. It was on a verbal order that those cattle were delivered at Fort Randall for the Whetstone agency. Whetstone is not named in the contract, but I was directed to send a certain number of cows and oxen to Fort Randall for that agency.

Q. What time did you deliver the cattle to the different agencies?—A. My impression is that they reached the agencies about the first part of October, 1873.

Q. How many cattle did you deliver on the verbal order of the commissioner at Fort Randall?—A. I cannot tell you the number. My impression is that I delivered twenty-five pair of oxen and a small number of cows. I don't think there were over twenty-five yoke of oxen.

Q. Have you any knowledge as to how long those cattle remained at Fort Randall?—A. No, sir; I have never heard of them, and I know nothing about them since they were delivered. We delivered all supplies for Whetstone at Fort Randall, and I know nothing of them after I got my receipt for them.

Q. The cattle that you delivered under this last contract to which you have been referring, were they what is known as Texas cattle or were they native cattle?—A. Every cow and ox delivered under my contract was raised in Minnesota and grown there. This statement does not include the beef-cattle; but the beef-cattle for Fort Berthold were Minnesota cattle.

Q. With whom did you make this contract for cows and oxen?—A. With the Commissioner of Indian Affairs.

Q. How many cows and how many yoke of oxen did you engage to deliver to these Indians under that contract?—A. I cannot remember; you will have to refer to the contract.

Q. In a report made to Congress by the Secretary of the Interior I see it stated that a contract was entered into with you for "fulfilling the treaty with the Poncas, \$1,161."—A. That was for two stallions and a cow and a wagon.

Q. You have not mentioned that contract?—A. Well, I didn't think of it. I was ordered to deliver two stallions each to several of the agencies; it was an open order.

Q. Was it not a written contract?—A. No, sir. It happened in this wise: The Commissioner of Indian Affairs had been visiting his posts, and I met him as he was returning from the Indian agencies, and he said he required some stallions for the posts where I was driving the cattle to, and he asked me if we could furnish them, and I told him we could do so if he would give me a memorandum of where I should send them. I purchased them and gathered them together at Saint Paul and the Commissioner inspected them, and I sent them on. Two of them I think went to the Poncas, and a wagon and a cow and some other articles. My impression is that I furnished twelve or fourteen stallions altogether, perhaps twenty, but I don't think over fourteen.

Q. For this sum, \$1,161?—A. O, no, sir; only two for that. I thought

you asked me how many I furnished in all. I think I furnished them in this way: Two to Grand River, two to Crow Creek, two to Cheyenne, two to Whetstone, (delivered at Fort Randall,) one to Yankton, two to Santee, and two to the Ponca agency. That would make thirteen in all; that, I think, is correct. I delivered all the stallions on verbal instructions. I delivered two of them to the Poncas, and a wagon and a cow and a saddle, I think, making up that sum, \$1,161.

Q. Are you now speaking of the contract which appears here in this report from the Secretary of the Interior as a contract for fulfilling the treaty with the Poncas?—A. That is embraced there. I know nothing about the treaty with the Poncas, but that is the amount that I received.

Q. If I understand you, you delivered stallions to other Indians besides the Poncas?—A. Yes, sir; two at each of the agencies, except, perhaps, Yankton, where I delivered only one.

Q. There was no contract for delivering those stallions?—A. No contract but the verbal order of the Commissioner. I purchased them three or four weeks after the order was given, and had them gathered together at Saint Paul. The Commissioner then went and examined them, and we agreed upon the price, and he selected them for the different agencies.

Q. When the Commissioner requested you to get the stallions you did not know the price that he would give you, and he and you agreed upon the price after you had bought them?—A. Yes, sir. I told him I could not tell him what they would cost, but I would buy them and gather them together at the best possible prices.

By Mr. McNULTA:

Q. Have you a general recollection as to the average cost of the stallions?—A. My recollection is that they ran from four to five hundred dollars, delivered at the agencies.

Q. What was the character of the horses?—A. All young horses—fine horses.

Q. Do you remember the aggregate amount which was paid to you for all those stallions?—A. Do you mean for the stallions separate from the other articles that I delivered? When I made the account for the stallions for the Grand River agency, for instance, I was paid at the same time for the cows, oxen, and stallions all in one voucher; and if you want the stallions separately I would have to get my papers. The \$79,000 that I mentioned a while ago includes what I received for the oxen, cows, and stallions.

By Mr. ADAMS:

Q. Then, after you had entered into a written contract for supplying certain agencies with cows and oxen, there was a verbal arrangement between you and the Commissioner, (and it was only verbal, as I understand you,) that you were to buy some stallions to go along with these cows and oxen, and after you had bought them you and the Commissioner agreed upon the price?—A. Yes, sir; you understand me correctly.

Q. You have now given the written contracts which you have entered into with the Commissioner during the last year. Have there been any purchases made from you, or by you, for the Indian service, outside of the contracts which you have enumerated; and, if so, what were they and for what purposes?—A. I have sold a few wagons; I don't remember what number. They have been delivered at two posts, I think.

Q. Who bought those wagons?—A. The commissioner, through his office. I was ordered by letter to furnish them; that is my impression.

Q. How many wagons did you furnish, and to what agencies?—A. I don't remember.

Q. I see here mentioned "thirty wagons and fifteen sets at \$5." What were those?—A. That fifteen "sets" means fifteen sets of whippletrees and neck-yokes. Does it say thirty wagons? My impression is that I sent wagons to only two posts. [Looking at the book.] That is right; thirty wagons and fifteen sets. I think those were delivered at the Crow Creek agency.

By Mr. McNULTA :

Q. Describe the character of the wagons; where were they manufactured?—A. At Whitewater, Wisconsin. They were an ordinary farm-wagon, with three and a half or three and three-quarter inch box.

Q. How did they compare with the farm-wagons generally used in the West?—A. They were the best quality of wagons—the same quality of wagon that I have been using for years.

Q. What do they sell for at retail?—A. I think we used to sell them at Saint Paul for eighty-five or ninety dollars.

Q. And you delivered them at the agencies for ninety-five?—A. Yes, sir. The only money in the delivery of the wagons was in the cut rates on freights.

Q. What is the distance from the place of manufacture to the agency, approximately?—A. About 300 miles from the manufactory to Saint Paul, and 275 miles from Saint Paul to Sioux City. Then from Crow Creek to Sioux City it is some 300 or 400 miles.

Q. You could not transport a wagon from the place of manufacture to the agency for \$5?—A. O, no, sir.

By Mr. ADAMS :

Q. Did you use the wagons and oxen that you sold to the Government for the purpose of freighting goods or supplies to those agencies?—A. No, sir; the wagons were not even "put up." They were all what they call "knocked down"—packed for transportation.

Q. There was no contract entered into between you and the Commissioner about those wagons?—A. No, sir; the only contract I had was the letter—my impression is that I had a letter—from the office of the Commissioner, asking me what I would deliver wagons for at one or two of the agencies, and I think I replied, stating the price at which I would furnish them; and I am confident that I had a letter from the Department instructing me to deliver them at that price.

Q. I see here on page 18 of the report of the Indian Commissioner, a purchase made from you of tents and tarpaulins; state the circumstances under which that purchase was made.—A. The Whetstone agency was to have been removed from its present location towards Fort Randall. When I met the Commissioner at Sioux City, he notified me not to forward the goods to the old agency, but to send them out to the proposed location 160 miles beyond Fort Randall. The present agency is 280 miles from Fort Randall, and the proposed location was 160 miles. He told me to leave the goods at the proposed location; but as there was no store-room there, he ordered me to send at once some tents and tarpaulins to protect the goods. I did so, charging what I paid for them.

Q. Then you and the commissioner did not agree about the price at all, but he told you to get the tents and tarpaulins, and you did it, and he paid you for them?—A. Yes, sir; and I think I charged them at the price I paid. I might have charged five per cent. more, but I don't

think I did. It was for my accommodation as well as his, to protect the goods, as there was no store-house. However, the Indians refused to change the location, and the goods did go on.

Q. When you had undertaken to transport the goods, were you not bound to keep them in good condition?—A. Yes, at the place of delivery. I wanted to deliver them at the agency 280 miles from Fort Randall, but as the Commissioner ordered me to stop and unload them at this point, he had to provide some place to protect them. Of course I could have kept them in my wagons if he would pay me for demurrage.

Q. Do I understand you to say that you had a contract to deliver them at the present agency?—A. Yes, sir; that is my land transportation-contract.

Q. Your contract was to deliver the goods at the present location of the Whetstone agency?—A. Yes, sir.

Q. And the Commissioner ordered you not to deliver them there?—A. Yes, sir, for the reason that the agent had been ordered to bring the Indians in toward Fort Randall; but the Indians refused to change their location.

Q. Then there has been no change?—A. No change.

Q. And your contract was to deliver at the present location?—A. Yes, sir.

Q. What were the terms upon which you were to deliver under that contract?—A. One dollar and thirty-two cents per hundred miles.

Q. I see here on page 18 of the same report, a purchase of "sundries \$1,161;" state the nature of those "sundries," and the circumstances under which they were purchased.—A. I should judge that that was the Ponca order to which you have heretofore referred. I may say here, that I am a contractor with the military department also, and it is often the case that they order me in the same way, when our transportation-trains are going along, to furnish certain articles, just as I was ordered to furnish the tents and tarpaulins in this case, and I furnish them and send the bill for them.

Q. On page 17 of this report I see an item, "goods and supplies purchased from A. H. Wilder, \$5,743.13;" state the nature of the goods and supplies that were purchased from you in that instance, the agencies for which they were purchased, and the circumstances under which the purchase was made?—A. I have no idea what it was, sir, without seeing the accounts. I don't think it could be goods; I have no recollection of furnishing goods to any such amount.

Q. Can you approximate the amount of money which you have received upon your written contracts, and the total amount that you have received for supplies or services that you have rendered without contract?—A. No, sir; I cannot now. I could by a little figuring, I have mentioned nearly everything that I furnished without written contracts. The only articles that I remember having delivered in that way were the wagons, the stallions, the tarpaulins, and some two or three little items, amounting to \$1,000 or so, that may have slipped my mind; but I have mentioned the only ones of any consequence.

Q. In reference to your contract for land transportation, which I understand you was from Fort Randall to the present location of the Whetstone agency, did you receive from the Indian Bureau any compensation other than that which was stipulated in the contract itself?—A. No, sir; I don't think I did. I never have had but \$1.32 per hundred pounds per hundred miles. Is that an answer to your question?

Q. What I mean to ask you is, whether you ever got from the Indian Bureau any compensation other than that which was stipulated in the contract itself?—A. No, sir; none that I know of.

BEEF CONTRACTS.

Q. Your contracts for beef-cattle—do you fill those yourself, or does another man fill them?—A. I have an agent who fills them—J. H. Bozler. He stays at the agency and attends to the business there.

Q. Who comes to Washington with the vouchers and gets compensation, you or Mr. Bozler?—A. Mr. Bozler looks after that. I sometimes look after the running of the vouchers through myself, but usually Mr. Bozler attends to that. J. W. Bozler, I mean. J. H. Bozler stays at the agency all the time. J. W. Bozler lives in Pennsylvania, but sometimes he is here and looks after the collection of the vouchers, and sometimes I am here myself.

Q. Are the Messrs. Bozler, or either of them, interested in that contract, either directly or indirectly?—A. Yes, sir; they get a percentage out of the contract for their money and for their services.

Q. Then you have nothing to do with the filling of the contract yourself, except so far as it is done through the Bozlers?—A. I do not stay on the ground myself, but I know all about the contract. J. H. Bozler simply acts as an agent.

Q. Who purchases the cattle?—A. J. H. Bozler.

Q. Who delivers the cattle?—A. J. H. Bozler and a man named Paxton.

Q. Do you mean to say that the contract is filled with Bozler's money?—A. I mean to say that he has furnished the money.

Q. And has purchased the cattle?—A. Yes, sir.

Q. And has delivered them to the agency?—A. Yes, sir.

Q. And he collects the vouchers?—A. Some of the vouchers he has collected. I turn the pay over to him, but sometimes I am here to look after the running of the vouchers through, and sometimes he does it.

By Mr. LAWSON:

Q. Is Bozler a partner of yours?—A. No, sir; I had nothing to do with Bozler until after I had the contract. Since then I made an arrangement with him.

By Mr. ADAMS:

Q. Is this Mr. Bozler with whom you have a contract now, the same who was a bidder at the letting of the contracts in New York?—A. I don't think Mr. Bozler was a bidder at all; at least I don't remember his being a bidder; I did not see him there; he may have been, but I don't know it if he was.

By Mr. GIDDINGS:

Q. Was this contract for the delivery of the cattle for the Red Cloud agency, and was the delivery made in accordance with the contract or in advance of the contract?—A. You mean to say, have we delivered more than the contract called for?

Q. That is what I mean.—A. We have delivered more than the contract called for. We have delivered what the agent demanded. Whenever he has demanded an amount greater than what is named in the contract, he has had it. The cattle are there, and whenever they have demanded them, we have turned them over. If we did not turn them over, the Indians, I suppose, would take them.

Q. I understand the peace commissioners to say in this report that that delivery was irregular if not illegal, and that they declined to be parties to such a transaction. Now, if that was in accordance with the contract, it would not be an illegal act?—A. I will answer that question in this way: there has recently been another commission which reports that there has been no fraud, and that everything is perfectly satisfactory and correct. I have had such a report from my agent.

By Mr. ADAMS:

Q. Are you interested, directly or indirectly, in any contracts or purchases other than those which you have indicated?—A. Do you mean to ask if I have any interest in other Government contracts?

Q. I mean are you interested, directly or indirectly, in any Indian contracts other than those that you have enumerated?—A. Yes, sir; I have an interest in some other contracts.

Q. Please state what other contracts you are interested in, and to what extent you are interested.—A. I am interested with a gentleman by the name of P. H. Kelly in some contracts.

Q. Go on, and state what contracts of Kelly's you are interested in, and the nature and extent of your interest.—A. Well, I think the only contract that I am interested in with him is a contract for flour. He has a written contract with the Department, which he received at the Government letting, and it is in that contract that I am interested. I took an interest in it after he had got it. He is a merchant. The firm is Boker & Kelly, of Saint Paul, grocery merchants.

By Mr. LAWSON:

Q. Did you acquire the interest in that contract before or after the letting?—A. After the letting.

By Mr. ADAMS:

Q. You have not stated yet the nature and extent of your interest.—A. Well, I have an interest in the profits.

Q. To what extent are you interested?—A. I do not like to tell you my private affairs; it might hurt my credit. I will answer the question if you think it necessary, but it is Mr. Kelly's contract, and I do not know that I would be doing justice to him in stating it.

[The question being held by the committee to be a proper one, the witness answered as follows:]

A. My interest is either 20 or 25 per cent. of the net profits or net losses of the flour contract.

By Mr. HARRIS:

Q. Did you bid, directly or indirectly, for that contract?—A. No, sir

By Mr. LAWSON:

Q. I understand that after this flour contract was made with the Indian Department you then took an interest in it with Mr. Kelly, by agreement with him, to the extent of 20 or 25 per cent.?—A. Yes, sir.

By Mr. COMINGO:

Q. Was there any one else beside yourself and Mr. Kelly interested; and, if so, who was it?—A. Yes, sir; there was. I will answer that, if you wish to know; John T. Baldwin & Co.

Q. Any other person or firm?—A. Yes; J. W. Bozler has a continuing interest in the profits.

Q. Any one else?—A. Yes; a gentleman named D. Wheeler, of New York.

By Mr. ADAMS :

Q. Will you state the respective interests of the different parties ?—
A. I cannot from memory.

Q. When did you become interested in Mr. Kelly's contract ?—A. I should think about a month after the letting.

Q. Who attends to the immediate business of filling this contract for flour ?—A. I have attended to the delivery of the flour.

Q. Who comes to the Indian Office with the vouchers, and gets the pay ?—A. I attend to that.

Q. Then, though the contract runs in the name of Kelly, you are the gentleman who really attends to filling the contract, and comes to Washington and gets the pay ?—A. I do the most of it. Mr. Kelly, of course, does some of the business, but I have attended to it mostly.

Q. Are you interested, directly or remotely, in any other Indian contracts ?—A. Yes, sir.

Q. Please state these other contracts which you are interested in, and the extent of your interest ?—A. I am interested in a contract with Baldwin & Co. The contract was awarded to G. M. Dodge, I think—a contract for furnishing flour to the Whetstone and Red Cloud agencies.

Q. What is the extent of your interest in that contract ?—A. The same as in the other.

Q. What other parties are interested in this contract also ?—A. The same parties.

Q. Who attends to the filling of this contract ?—A. Mr. Baldwin attends to the filling of this contract for the Red Cloud and Whetstone agencies.

Q. Do you know who attends to the collection of the vouchers here in Washington on that contract ?—A. Mr. Baldwin, I think.

Q. What is the next contract that you are interested in ?—A. There was a contract of Baldwin & Co., in Mr. Dodge's name, for beef-cattle for some of the upper agencies; I do not remember which. My impression is that the contract was made with Dodge—in his name—but the firm is Baldwin & Co. I am interested in that contract for cattle to be delivered at the Red Cloud, Whetstone, and Santee agencies. I think those contracts are in the name of Dodge. There was another man named Slavin, but I don't know him, and I think that contract was being carried out by Dodge, though I do not know that. However, Baldwin represented Slavin; Dodge controlled Slavin's contracts, as I understand it. I will state here all the beef contracts I am interested in, and the agencies to be supplied—Santee, Yancton, Upper Missouri, Aeyenne, and Grand River. The contracts for those agencies are in the name of Dodge and Slavin, but I cannot designate which belongs to Dodge and which to Slavin.

Q. Who attends to the filling of those beef contracts of Dodge and Slavin ?—A. The same parties who attend to the filling of the contracts for the Red Cloud and Whetstone agencies.

Q. Who are interested in those beef contracts beside yourself ?—A. I gave you the parties—the same parties.

Q. Is there any other Indian contract that you are interested in ?—A. None that occurs to me. I may have skipped one, but I do not think it.

Q. These contracts for beef-cattle, who attends to the presentation and collection of the vouchers in Washington ?—A. I cannot answer with regard to those in Dodge's or Slavin's name. I can only answer as to those in my own name, and as to those I have already answered.

Q. In reference to the contract to furnish certain agencies with cows

and oxen, on which you have stated that you received \$79,000, did you first approach the Commissioner or did the Commissioner approach you in reference to this contract?—A. I do not remember that. I did not learn that they wanted those cattle from the Commissioner. I learned it from some outside gentleman, who said they were talking about buying cows and oxen, and I made a proposition. I did not learn at the office, nor from any one connected with the office, that they wanted them. I do not remember where I did learn it, but it was not through the Commissioner nor anybody connected with the Department.

Q. You made the proposition to the Commissioner?—A. Yes, sir; I told the Commissioner that I understood that he wanted to purchase cows and oxen; that I had been so told by somebody else, and I asked to make a proposition.

Q. Did you make a formal proposition—written or verbal?—A. I made a proposition in writing.

Q. Was it accepted verbally or in writing?—A. Both, I think. I don't remember whether it was accepted in writing. I cannot tell that. I have not the contract here, and I have forgotten.

Q. The contract was formally executed after the agreement had been made; but what I wish to know is whether the proposition which you made before the execution of the contract, and which you say was in writing, was accepted in writing or verbally?—A. I do not remember that.

Q. Does your memory serve you as to where the agreement was made with the Commissioner; where the proposition was accepted?—A. No, sir; I do not remember; but I remember that I handed in my proposition in the office. I don't know what took place after that. I do not know whether it was accepted then or afterward. I do not think I mailed it. I think I was in Washington and took it to the office myself; I am not clear about that, but the date would tell.

Q. Do you remember how long it was after you submitted that proposition before the Commissioner notified you that it would be accepted?—A. No, sir.

Q. Do you know where you were when you got the information that it would be accepted?—A. I do not. I made my proposition in writing and whether it was accepted by letter or not I do not remember. I cannot even tell you the date when I asked for it, or when I made my proposition.

Q. Was the fact that you were interested in those various contracts which run in the names of other people known to the Commissioner?—A. No, sir; and I did not wish you to call it out now. He did not know it from me, and I do not think he knew it until now. I think he learned last August or September that I had some interest in the Kelly contracts, but I do not think he has ever known that I had any interest in the other contracts until now, and I did not wish to tell of it, because perhaps he may rule me out the next time. I think he learned last fall, either from Mr. Kelly or myself, that I was interested in the flour contract, but I do not think he ever knew of my being interested in any other contracts, except those in my own name; at least I never told him about it. There was no reason for his knowing it, and no reason why he should have known that I was interested in the Kelly contract, only that he heard it outside, because all vouchers and everything which comes to the office in relation to the flour contract is always signed by Mr. Kelly himself, and the communications are directed to Mr. Kelly, and if there is anything in them for me to know he hands them over to me.

By Mr. LAWSON:

Q. Is it a common thing for vouchers for the delivery of Indian supplies to be transferred from one person to another and for those vouchers to be presented at the Department here, and the money received on them by persons other than the contractors?—A. I think it is. I do not know so much with regard to the Indian Department in that respect, but I know that when we receive a voucher from the military department, certified by the agent or the commissary, or quartermaster, we turn it over to each other—we pay a debt with it.

Q. And the outside party can collect the money on that voucher?—A. O, yes, sir, if it is properly receipted, or if he can show that it came into his hands properly and it is properly indorsed—at least I never had any trouble, and I understand that to be the rule.

Q. You have had vouchers indorsed over to you on which you have collected the money—vouchers on contracts which you were not interested in at all?—A. Yes, sir.

By Mr. McNULTA:

Q. I believe you stated that no officer in the Indian Department had knowledge of the fact that you were interested in those other contracts?—A. I have so stated.

Q. Had any officers of the Government any such knowledge?—A. Not that I know of.

Q. In the execution of those contracts, so far as you have any personal knowledge, have they or not been executed according to and in compliance with the contracts as made by the Department?—A. They have been. I do not know of a wrong act in connection with the contracts, unless you call the delivery of more beef than is called for in the contract wrong; but that I will explain.

Q. That was additional to the contract?—A. Yes, additional.

Q. But the contracts have been fulfilled, according to their terms?—A. Yes, sir; so far as I know.

By Mr. LAWSON:

Q. The additional beef furnished, was it at the contract-prices?—A. The same prices.

Q. Was there any provision in the contract by which the Department could call upon you to furnish more than the contract called for?—A. Yes, sir; 25 per cent. more.

By Mr. LOWE:

Q. There was a provision in the contract for additional supplies, to be furnished at contract-prices, if required?—A. Yes, sir.

Q. And those additional supplies were furnished in accordance with that provision?—A. Yes, sir.

By Mr. LAWSON:

Q. Did the amount furnished exceed the additional amount which the contract provided you might be called upon to furnish?—A. The contract only calls for 10,000,000 pounds, and we have delivered up to this time more than 25 per cent. in addition. We have delivered all that our contract obliges us to deliver, and now the peace commission and the members of the board call upon us to continue the deliveries, and I suppose we have to do so. The Department has also asked us verbally to continue, and we shall do so, I suppose.

By Mr. McNULTA :

Q. You have continued under the provision of the contract?—A. Yes, sir, up to the present time; our last deliveries were under the contract.

Q. And in the contract you say there is a provision that the Department may call upon you for those additional supplies?—A. Yes, sir; 25 per cent. additional.

Q. Have you exceeded the additional amount allowed?—A. I think we have put in a little over 25 per cent.

Q. At the same prices?—A. Yes, sir; at the same prices. However, we were asked by the Department to do it. I think I received a letter from the Department, a few weeks ago, saying that our contract was about completed, and asking us to continue the supplies; and our reply was that we would for a short time, but could not say how long; it would depend on how much cattle we had on hand.

By Mr. HARRIS :

Q. You considered yourselves obliged to do it, up to 25 per cent. additional, no matter what increase in the prices might occur?—A. Yes, sir.

By Mr. McNULTA :

Q. Did this over-delivery of which you speak result in any loss to the Government?—A. No, sir. The Indians were there and require it. The agent required it, and he had it. If we had only given him the amount named for each issue in the contract, he would not have had enough to feed his Indians, and the herd are right there in the neighborhood, and if you did not give them the Indians would go and take them; so of course we would rather have a receipt for them than have the Indians take them off.

By Mr. LAWSON :

Q. I understand that that contract gives the Government the right to call on you for more beef?—A. It does.

Q. Then how was this an over-delivery; you were to supply 10,000,000 and the contract authorizes the Government to make you deliver 12,500,000, if required?—A. I will explain that. The delivery must commence at each of the points named on the 1st of July, 1873; at which time about one-twenty-fourth of the whole quantity is to be delivered, and thereafter the balance is to be delivered in equal quantities on the 15th and 1st of every month. Now, the one-twenty-fourth was not all that the agent required. He wanted more cattle at each of those deliveries than the one-twenty-fourth which the contract called for, and we made the additional deliveries. That is what the peace commission objected to; they said it was irregular.

Q. Have you delivered anything beyond the 12,500,000 pounds?—A. We have, a little beyond the 12,500,000—I think about a million more.

By the CHAIRMAN :

Q. Do we understand that that has been delivered by request of the peace commission?—A. Yes, sir; by request of the commissioners and by request of the Department, and at the contract-price.

By Mr. LAWSON :

Q. There was no obligation on your part to deliver more than the 12,500,000 pounds?—A. No, sir.

By Mr. LOWE :

Q. Have you any personal knowledge of those deliveries?—A. No, sir.

Q. As to this 25 per cent. additional, the contract requires about one-twenty-fourth to be delivered at a certain date, and a certain other amount at another date. Now, is it the understanding, in the execution of those contracts, that the 25 per cent. additional may be called for at those intermediate times, or is it understood that it should be delivered after the expiration of the year?—A. It was my understanding that that was intended to be after the issue of the ten millions of pounds—first use up your 10,000,000, and then call upon us for the 25 per cent.

Q. But under the contract can they not, with equal right, call for the 25 per cent. additional at each delivery?—A. Yes, sir; that would be their right, but they would have no right to call on us for a total exceeding 12,500,000 pounds.

By Mr. HARRIS:

Q. Have you any knowledge of cattle coming into your herds from the Indian herds?—A. I have no knowledge, and, on the contrary, my agent says that he can show the purchase of every head of cattle or horse that has been delivered. That matter has been investigated at the Whetstone and Red Cloud agencies, and I understand they are satisfied.

Q. You, as a contractor, must have the means of determining whether you deliver more beef than you buy.—A. I know that the agent only gets pay for just what he claims to have paid for; and I do not think he has cheated me, and I do not think he has cheated the Government.

By Mr. SMITH:

Q. What was the quality of the oxen and stallions which you have spoken of?—A. The very best kind of oxen and cows; all raised in Minnesota. The stallions were all a fine lot. I do not think that any of them were over seven years old. Most of them were raised in Minnesota, but one or two were raised in Canada.

Q. At whose risk were they driven to the respective agencies?—A. At my risk.

Q. What was the risk, if any?—A. I do not know the percentage, sir; but it is a very important item to be taken into consideration. I will answer you by saying that when we drove our cattle for the Grand River agency, the military department told us it was not safe to go there with them without an escort, and neither did we think it safe for ourselves; and I applied to General Terry, the commander of our department, for an escort, and he gave us an order to the commandant at — for an escort. However, they were unable to give it to us, and we went through with extra help of our own. The risk was so great that my backer at home thought the chances were that we would lose our herd, and that it might endanger his chance of getting his money. The committee here have asked me about my partners. I want to say why I have any partners, and why, as you term it, a "pool" was made. It was to prevent competition among ourselves. There were the flour contractors and the cattle contractors, all buying in the same market; and we made this arrangement to avoid competition among ourselves in the purchase.

By Mr. ADAMS:

Q. You had no contract for flour?—A. Mr. Kelly and Dodge had a contract for flour.

Q. But why was it necessary for you to be interested in that pool, if you had no contract for flour?—A. I was interested with Mr. Kelly.

The contracts were taken very low, and the only way to carry them out successfully was for us not to bid against each other, and that seemed the most feasible way of doing it.

Q. Did you not telegraph to Kelly, before there was any contract awarded to him at all, on the subject of being interested in that contract?—A. Mr. Kelly was in New York and bid himself. It is possible that I may have done so, but I have no recollection of any object in doing so. Mr. Kelly was in New York, and whether the contract was made in New York or sent to Saint Paul for execution, I cannot say.

Q. Do you mean to say that you never had any communication directly or indirectly, with Mr. Kelly in reference to this matter of a contract for flour until after the contract was awarded to him?—A. O, no, sir; I have not said that. I did not know that any contract was to be awarded to him, but I thought it very likely I might be interested in it if he got any. He is my neighbor, and if he had a contract I might have a chance to go into it. We very often do operate together. There was nothing binding between us, however. We talked about contracts and we have had several contracts together.

Q. Have you ever had any knowledge of any money being given to any one connected with the administration of Indian affairs, since you have been connected with contracts, or used in that way?—A. No, sir; I have not.

By Mr. HARRIS:

Q. Neither by yourself, nor by any agent of yours, nor by any party with whom you have been associated, in consideration of your receiving or their receiving, a contract?—A. Never, sir; never.

By Mr. McNULTA:

Q. Do you know of any officer who has made profit in any way out of the giving of contracts for supplies and transportation in connection with the Indian Department?—A. I do not.

MONDAY, April 20, 1874.

REUBEN MIDDLETON, after being duly sworn, testified as follows:

By the CHAIRMAN:

Question. Give your full name.—Answer. Reuben Middleton.

Q. What is your age?—A. Sixty years.

Q. Your occupation?—A. I am a member of a law-firm, practicing law, though I never looked much into law-books.

Q. Where do you reside?—A. Bladensburg, Maryland.

Q. I will put one leading question to you, Mr. Middleton. Do you know of any frauds, irregularities, or unfairness in the letting of contracts for the furnishing of supplies and transportation of same in connection with Indian affairs during the fiscal years 1873 and 1874; and if you do, state what you know thereon?—A. I do not know enough about it to know how much fraud, if any; but I know of some unfairness as regards myself.

Q. You know of no frauds, do you?—A. I do not know what you may construe to be fraud exactly; I only know what I would construe to be fraud.

Q. Then you do know of fraud?—A. I think it is fraud.

Q. Just go on and state your case fully; what you know in relation

it.—A. In the year 1873, in the letting of the contracts in New York for Indian supplies, and their transportation, I saw an advertisement, and got up a little company and went on to New York to bid for them. I complied with the law as regards the bond. I had to get the certificate of a United States judge of the bond being given, and bid for the furnishing of a good many supplies in Montana and around through that region of country, such as flour, beef, &c. I also put in a bid for the transportation of a small quantity of supplies from Cheyenne to the Red Cloud agency. I put in a regular bid at 95 cents per 100 pounds per 100 miles. I had been accustomed to bidding for contracts, though the form is there in the Department. On the bids being called out, I found that I was the lowest bidder, the next lowest bid being \$1.10; another at \$1.17, and one at \$1.20; and, I think, another at \$1.40. I felt satisfied that I was the lowest bidder; but a gentleman came to me and said that he doubted very much my getting it; that there was a ring party there. I then went down to Opdyke & Perry, bankers, and got a strong letter from them, stating in effect that I was a responsible party, and would comply strictly with any proposal that I would make to the commission. That, I think, was the purport of the letter; however, the letter is there. Well, when the time came, I understood that they ignored my bid, and gave the contract to a man by the name of McCann, at Nebraska City, at \$1.20, my bid being 95 cents. I then went to Mr. Campbell, who was one of the commissioners, and asked him why it was that my bid at 95 cents was ignored and the contract given to another man, whose bid was higher than mine, telling him at the time that I thought I understood the business as well as anybody. Mr. Campbell was unwilling to talk to me about it. "Well, now," said I, "Mr. Campbell, I want to know if there is anything against my character as a gentleman; and if not, I want to know of you the reason why my bid, being the lowest, was rejected." "Well," said he, "Mr. Middleton, we did what we thought best for the Government," and refused to give me any reason for it. I urged the matter upon him, and finally I got a little mad, and said something that touched his feelings, which made him mad. I do not remember what it was I said that made him mad, but I said this: that there was a ring party that was absorbing everything, and that I thought it strange that I should be ignored in that way. He finally said to me, "Mr. Middleton, I cannot tell you the reasons why I did not give the contract to you, for they might make trouble." I then went to a man by the name of White, and asked him the reasons. I wanted to know of him why it was that I was ignored, and he told me that he did not know, and that if he did know that he was not allowed to tell it. I then went to Mr. Farwell, one of the advisory board of peace commissioners, and asked him the reasons. He talked very pleasantly with me, and said that they had reasons for these things. He seemed to be loth in giving them to me, and upon my urging him he finally asked me if Mr. Leander Black was not connected with me in the matter in some way. I told him he was; and with that he made some remarks—I do not remember what they were—against the character of Mr. Black. He did not say, however, that that was the reason, but he insinuated that it was. Then I went to Mr. Smith, the Commissioner, and asked him—

Q. Did I understand you to say that you told him that Mr. Black was interested with you in this contract?—A. Yes, sir.

Q. Well, go on with your statement.—A. I then went to Mr. Smith and asked him the reason why the contract was not given to me, I being the lowest bidder, and he was very loth to say anything; I could not get any opinion from him at all. He asked me some question—if Mr.

Black was not interested with me in the matter—and I told him that Mr. Black was interested in the bids generally that I made, but not in this particular contract; that in one of my conversations I had stated to Mr. Farwell that Mr. Black was a partner of mine, but that he was not in this particular contract. He said that the commissioners had reason to believe that Mr. Black was interested in this contract from what I had said. I told Mr. Smith that I was interested in all bids for flour and beef, having the facilities for supplying each of them; and that it was by mere accident that I took in Mr. Black as a partner. I had my bids all prepared before I went to New York. I then went to Mr. Delano, and made complaint to him, objecting to his giving the contract to Mr. McCann when I was the lowest bidder. I told him that the contract would be profitable to me at my bid, and insisted upon my having it; that it was my right. I had several conversations with Mr. Delano, and he said that the advisory board had fixed it; he did not know what to do upon the subject; and he finally said that I had better let it alone; that the next year he would be there himself to see that everything was done fairly. I thought that was very little comfort for me, but still it was all I could get from him. About two months afterward I called upon Mr. Smith, the Commissioner, and said to him if there was any profitable contract giving out from the Indian Department that I would like to know something about it. He said there was none. I then asked him when the regular contracts were to be let, and he said not before spring. I then said to him, "Let me ask you, Mr. Smith—you will not give me any reasons why my bid was ignored, I now want to know, will my bid be received if I give you security?" He paused for some time and said, "I would advise you, Mr. Middleton, if you bid at all, to bid in some other name." And they have never given me any reason for refusing my bid.

Q. Have you ever been a contractor for furnishing supplies to the Indian Department before?—A. Yes, sir.

Q. You have in the other Departments, have you?—A. Yes, sir; in the Army a great many. I was a partner with Mr. Perry, and we had a great many contracts.

Q. Have you had any contracts since the war?—A. No, sir. The firms were Middleton, Perry & Co. and Perry & Co.; the latter firm had contracts in which I had no interest. I knew that whole country remarkably well. I have sent out three or four trains to California and Salt Lake with supplies before the war, but that was private enterprise.

By Mr. ADAMS:

Q. I understand you to say that Mr. Black was in no way interested in the bid that you put in for transportation?—A. No, sir; but I must say, in justice to these commissioners, that they might have inferred from my talk that Mr. Black was interested in that bid.

Q. You say you have had an extensive experience in the business of freighting across the plains?—A. Yes, sir.

Q. You had at your command the means that would enable you to fill that contract for transportation to the entire satisfaction of the Government, had you?—A. Yes, sir. This was a very small contract for furnishing supplies from Cheyenne to the Red Cloud agency.

Q. Some time after this contract was awarded to Mr. McCann at \$1.20 from Cheyenne to the Red Cloud agency, the agency was moved some eighty or a hundred miles beyond where it was located at the time the contract was made, and a new contract was entered into with Mr. McCann from Cheyenne to the present location, which is, as I said, about eighty

or a hundred miles further. Now, if this contract had been advertised, and competition had been invited, what would you have been willing to take the contract at from Cheyenne to the new location?—A. Do you mean by that if it had been at the time this contract was made?

Q. No, sir; because the agency was not moved until some time after the contract was entered into between the commission and Mr. McCann. What I want to know is, what would you have been willing to take the contract from Cheyenne to the new Red Cloud agency, provided competition had been invited and you had an opportunity to put in a bid?—A. That would depend upon what season of the year it was. If it was early in the spring, and preparations could have been made to remove it in the good season, it would have been one price; if at another time, it would have been another price. I do not know at what time this contract was let.

Q. It was in August, I believe, when the agency was moved. Suppose the Commissioner had advertised for proposals for carrying freight from Cheyenne to the new Red Cloud agency, say, in September, what would you have been willing to take the contract at in that month, covering the balance of the year?—A. Well, that is too late. Those kind of contracts are somewhat hazardous, taking them so late in the season, and I do not know what I would have been willing to have taken it for. It is a thing that I would not speak positively on; but I suppose I would have taken it for 25 or 30 per cent. more than my bid. There is a great deal of difference between taking it in the fall and in the summer, on account of exposure to storms.

Q. Do you know that you would have been willing to have taken the contract at \$1.50 per hundred pounds per hundred miles?—A. O, yes; I would have been willing to have taken the contract in September for that; but in the dead of the winter it would be almost a matter of impossibility to do it.

By Mr. RAINEY :

Q. Suppose that you had made the contract in September for the entire year, what would you have taken it for?—A. I could not answer that, because I would have to have some idea about the time they wanted the freight moved. If they wanted to move it in the winter I would not take the contract at all.

By Mr. HARRIS :

Q. Have you a copy of your bid with you, that you speak of?—A. No, sir.

By Mr. RAINEY :

Q. What is the distance from the Red Cloud to the Cheyenne Agency, upon which you bid?—A. I do not know now; I was made familiar with it at the time.

Q. Can you approximate it from your recollection?—A. No, sir.

Q. Are you familiar personally with the country there?—A. Not over that road. I have been through all that section of country; but I never was directly on that road from the Cheyenne to the Red Cloud agency.

Q. Have you any knowledge of the new location of the Red Cloud agency, which is suggested to you by Mr. Adams?—A. None, except general information.

Q. You have no knowledge now of the direction or kind of travel you would have had between the old Red Cloud agency and the new estab-

lished one?—A. I cannot say that I am thoroughly posted as to it. I have had a general idea of the country for a long time.

Q. But you do not know where the new agency was established?—A. No, sir.

Q. Do you know its direction from the old location?—A. I know it was in a northerly direction from the old one.

Q. Do you know what kind of a country you would have gone over from the old to the new agency?—A. We would have a little worse country to go over from where the new agency is.

Q. Do you know whether that is so or not?—A. I have never been there. There are very few roads that I have been on myself; I only know from the information I get. I never acted as wagon-master; I generally hired them and sent them on.

Q. Do you know at what time of the year this freight was moved?—A. I do not.

Q. Did I understand you to say a while ago that yourself and Mr. Black were in partnership together?—A. I will state the whole facts. I went on to New York to make the bids. I there met Mr. Black, and he said he was going to make some bids. A proposition was then made for us to join in together, which was agreed to. I thought it would benefit me to have Mr. Black in with me; he had a bank in Montana and lived there—this was his representation to me, and in fact I knew it; he had plenty of money there; he had some flour there and some freight; and I thought he would be a useful partner; so I formed a partnership with him at that time. But he was not in partnership with me in this little contract.

Q. Did you enter into regular articles of partnership with him, or did you have simply an understanding?—A. I do not think there was a written contract, but there was a clear understanding.

Q. Do you not think that the understanding between Mr. Black and yourself first led the commission to believe that you were partners?—A. I think I gave them to understand that Mr. Black was a partner. I said there was a partnership, but I did not tell them that he was not interested with me in this little contract.

Q. I understood you to say awhile ago that you had a conversation with the Commissioner not long since in relation to bids which will be opened in the coming spring. You asked him if he would favor your bids, did you?—A. Yes, sir.

Q. What did he tell you?—A. He said, "If you bid at all you had better bid in somebody else's name." I had a right to know from him, occupying the position that he did, if my bid would be considered and not objected to again.

Q. What was your object in asking the Commissioner if your bid would be considered; did you not know that you had a right to put in a bid if you wanted to do so?—A. I asked him because I thought I had a right to know whether I would be ignored or not.

Q. Do you mean to say that when bidders put in their bids, that as a general thing they are ignored by the board?—A. No, sir; I do not say that. I am not talking now of what the board generally do. I am only speaking about my own case. I wanted to bid again and I went to Mr. Smith, who I thought would know if my bid would be ignored again!

By Mr. HARRIS:

Q. Did you want to know if there were personal objections to you which would throw your bid out?—A. That was my object in asking him, but I do not know whether I stated it in that way or not. He said

to me, "You had better, if you want to bid at all, bid in the name of somebody else and not in your own." That remark led me to suppose that my name was objectionable. I then asked him what they had against me; that I had before been a bidder for a great many contracts; but he did not tell me.

Q. Had you been a bidder since the close of the war for any Indian contracts?—A. No, sir.

Q. Have you dealt with the Indian Department before the war?—A. That would require some little consideration by me before I could answer it. I have had some little contracts with the Indian Department before the war, but they did not amount to a great deal.

Q. So that in point of fact, you were not well known as a contractor among the Indian commissioners in the Indian Department?—A. You mean on record there—I presume not; but was well known to Mr. Campbell. He knew that I had a great deal of dealings with the Indians—that I had an Indian store and traded with the Indians a great deal.

By Mr. GIDDINGS:

Q. Was Mr. Opdyke a partner of yours?—A. No, sir.

By Mr. BUTLER:

Q. Who composed the firm of Middleton, Perry & Co.?—A. Myself, and Charles Perry and Elias Perry, composed the mercantile house. Then we done some trading on the plains there; we sent out an outfit of goods to the settlers that year. But I quit them and the two Perrys conducted the business. They carried on the freighting-business more particularly when I quit them, and they have been very large operators since.

Q. What kind of freighting did you ever do for the Government?—A. I never done any freighting for the Government. I do not remember now that I ever done any freighting for the Government, although I may have.

Q. You say you do not know where the present Red Cloud agency is?—A. Only except from reports. I have never been there.

Q. If the agency was changed in October, and the supplies had to be hauled from the old agency to the new one in October or November, or say about the 18th or 20th of October, what would you have taken the contract for per hundred pounds per hundred miles, either way?—A. I should think from \$1.25 to \$1.50 to the new agency. If they gave it to me in October to haul it right away, it would have been one price; but if they gave it to me in January, I would not like to take it at any price. It would be hazardous to the stock. I do not know that I would take it at all in winter-time.

Q. You spoke about being an Army contractor; when did you have the last contract for the Army?—A. I have reference now to supplying the Army with things. I had contracts at Leavenworth.

Q. When did you have the last contract for the Army?—A. I do not remember when it was.

Q. About what time?—A. Well, sir, I do not know exactly what time it was.

Q. What was the character of the last contract you made with the Army?—A. My contracts were mostly for corn and wagons and mules, delivered at Leavenworth.

Q. When was that?—A. The last contract was probably in 1855, or about there, or maybe 1854—somewhere in that neighborhood; I cannot recollect exactly.

Q. When did you first meet this man Black; what year was it?—A. I cannot tell now.

Q. How long had you known him?—A. I had known him for several years; I do not know how many years. He lived in the same town that I lived in, Saint Joseph, Missouri; I lived in that town some twenty-odd years. His family is there now, I believe.

Q. About how many years have you known him?—A. Perhaps four or five, or six or seven, I cannot tell exactly.

Q. From the time you met him, at New York, when you made this bid, how long had it been since you saw him?—A. Probably a year, maybe six months; I do not know.

Q. Why did you lead the commissioners to believe that Mr. Black was a partner of yours?—A. I think they asked me the question.

Q. The commissioners asked you if Mr. Black was a partner of yours?—A. Yes, sir; but they never told me that that was the exact cause of my not getting the contract.

Q. And you told them that he was, and led them to believe that he was concerned in all your bids?—A. They first asked me the question. I think they asked me before the question came up about the objection to this bid.

Q. They asked you before they rejected the bid?—A. I think they did, sir. It was known among all the bidders that Black was a partner of mine.

By Mr. RAINEY:

Q. What interest had Mr. Black in your contract?—A. I really do not know, but probably one-fourth—a small interest; there were several parties in with me. I think his interest was one-fourth, as well as I can recollect; but I will not be positive about that.

By the CHAIRMAN:

Q. Was Mr. Black a bidder at that time for furnishing any supplies?—A. No, sir; except it was done in my name.

By Mr. BUTLER:

Q. You say there were several parties in with you; who were they?—A. Judge Hughes, formerly of the firm of Hughes, Denver & Peck; Archibald Roane, and John E. Barron. It was understood that Major Barron and myself were to be the active persons.

By Mr. GIDDINGS:

Q. You say you put in quite a number of bids; were you the lowest bidder on any one except that?—A. No, sir; that was the only one that I was the lowest bidder.

Q. Do you know of any other responsible bidders at lower rates than the contracts were let?—A. Yes, sir; I think I do.

Q. State what responsible bidders' bids were rejected and contracts let at higher rates.—A. I have reference to this bid, contracts for this very thing. A man by the name of George Marshall bid \$1.10; he has had the reputation of being a responsible bidder. I asked Mr. Smith, the commissioner, why it was he did not give the contract to Mr. Marshall, and I think he said that either George Marshall or the other bidder had bid somewhere else for some other contracts, and that he had as much as he could perform in the other contracts; it was for supplying beef to the forts, or something of that kind; it was not freight. I think that was Mr. Smith's answer to me.

Q. Who was the person that bid at \$1.17?—A. I do not know; and

I do not know whether he was responsible or not. I suppose he gave bonds; at any rate they are all in the Department.

By Mr. ADAMS:

Q. After your bid was rejected at New York, and when you came here and made complaint to the Commissioner of Indian Affairs and to the Secretary of the Interior, did you make known to them at that time that Mr. Black was in no way interested in that bid?—A. Yes, sir; I did at that time.

Q. What would you have been willing to take the contract, in July or the 1st day of August, to transport supplies from Cheyenne to the new Red Cloud Agency, taking it for granted that the Government would ship the supplies whenever it found it convenient?—A. I should have been willing to have taken it at \$1.10 or \$1.15 to the new agency, because, as a general thing, the Government does not have the freight moved in the winter.

Q. When you say at \$1.10 you mean \$1.10 per hundred pounds per hundred miles?—A. Yes, sir.

By Mr. BUTLER:

Q. But if it was late in the season, you do not know whether you would have taken it at all or not?—A. If it was offered in December I would not have been willing to take it at all.

By the CHAIRMAN:

Q. Well, suppose it was offered you in November?—A. I might have taken it at a large price. It is very hazardous to undertake to move freight there in the winter-time.

By Mr. BUTLER:

Q. I think I asked you the question, and you stated that you never did transport Indian goods or supplies?—A. I do not think I ever did; I do not remember that I did.

By Mr. RAINEY:

Q. Have you had any contracts with the military department of the Government since the war?—A. No, sir.

Q. Have you had any contracts with the Government since the war?—A. No, sir.

By Mr. HARRIS:

Q. Do you know of your own knowledge of any other fraud or irregularity in the letting of contracts for supplies or for transportation?—A. No, sir.

Q. Do you know anything in relation to other people?—A. No, sir.

The committee here adjourned to to-morrow, Tuesday, April 21, 1874.

COMMITTEE ON INDIAN AFFAIRS,
April 22, 1874.

WILLIAM E. DODGE, of New York City, merchant, aged 69, appeared before the committee, and, on affirmation, made the following statement:

By the CHAIRMAN:

Q. Do you know of any frauds on the part of any officers of the Indian Bureau, or on the part of any members of the Board of Indian

Commissioners, in connection with the letting of contracts for furnishing supplies and transportation for the Indians, during the fiscal years 1873 and 1874?—A. I do not, sir, personally.

Q. Do you know of anything in the way of frauds in or in relation to the execution of them?—A. Not personally.

Q. Do you know of any unfairness on the part of the officers of the Indian Bureau, or on the part of any of the members of the Board of Indian Commissioners in relation to the letting of contracts?—A. Not personally. The matter has been discussed in the committee, but I know nothing further.

By Mr. ADAMS:

Q. You are a member of the executive committee of the Board of Peace Commissioners?—A. Yes, sir.

Q. I will call your attention to a statement which is contained in the report of the commissioners, (page 13,) and is signed by yourself in connection with other members of the executive committee, in reference to the contract for transportation from Cheyenne to the Red Cloud agency awarded to D. J. McCann, and ask you to state whether there was any illegality, irregularity, or fraud connected with that matter so far as you know.—A. I only know that the subject came up for consideration at the meeting of the executive committee, and the members who had the matter immediately in charge commented on it, but further than as it is reported there I know nothing. I took the opinion of the gentlemen to whose department that particular matter belonged, and I made no further inquiries into it than to take their statement of the fact and sign the report accordingly. I listened to the reading of it and to their statement, but I was not on that part of the board which has to do with the letting of any of those contracts. The business of the executive committee was divided up into different portions for each gentleman to manage, but of course we signed the report as a whole.

Q. When you adopted this report and signed it, had you before you any information upon that subject?—A. None other than the facts that were stated by members of the committee who had it in charge. They had letters and affidavits, which were presented and which went to confirm what they said, and those gentlemen when they come before you will bring those papers, I have no doubt.

Q. As I understand you, you simply acquiesced in the report without having given to the matter such an investigation as satisfied you personally of the correctness of the statements of the report, but trusting to the opinions of your associates on the board?—A. That was the simple fact. Those gentlemen having had that matter in charge, and having given it their careful attention, I had no doubt that the conclusion to which they had come was correct, and consequently I signed the report.

Q. Which of the gentlemen did have that matter in charge?—A. I think they were Mr. Campbell, of Saint Louis, Mr. Farwell, of Chicago, Mr. Bishop, of New York, and Mr. Stuart, of Philadelphia. Mr. Bishop, I think was on the committee that had the matter in charge, but not on the one that let the contract. It was let by Mr. Campbell, Mr. Stewart, and Mr. Farwell.

By Mr. COMINGO:

Q. What class of contracts were those about which those gentlemen gave you the information upon which you based that report?—A. They were the contracts for the purchase of cattle and for transportation, and for the purchase of flour. I may remark that I was present at the

letting of the contract for flour, and procured for the committee in New York one of the ablest flour-merchants in that city to examine the samples that were there, and the decision for the flour was made at that examination when I was present, but those gentlemen will show you, I presume, that the flour was not delivered according to our contract. I have no evidence that it was not, except the evidence that they have with them.

By Mr. ADAMS:

Q. On page 12 of this report, which you signed as a member of the committee, mention is made of a large amount of accounts disapproved and recommended to be suspended, in part, for cattle delivered in advance of the contract time, and in excess of the current needs of the several agencies. Please state what you know on that subject.—A. At the meeting of the executive committee the gentlemen having that matter in charge reported that they had ascertained—

Mr. HARRIS. Please confine yourself to your own knowledge.

The WITNESS. I have no direct knowledge, as I said before. I cannot testify to any fact in regard to it beyond the consultation that was had on the subject at the meeting of the executive committee.

Q. On page 12, in the third paragraph, mention is made of the issue to 17,000 Indians, when you had satisfactory evidence before you that there were not exceeding about 8,000; and an issue at another agency, to 11,000 Indians, when the best information went to show that there were only 5,000. State what you know on that subject.—A. The committee who visited there, as well as the Indian agent himself on the ground, reported that the number of Indians claiming rations was very largely in excess of what he believed to be the actual number at the agency, or entitled to rations. He reported that he had found it almost impossible, however, to take a census of them, but his impression was that there was not much more than half the number he claims. My own impression is that since that time the investigations which have been carried out by the agent, under our direction, go to show that he was mistaken, and that there was a larger number entitled under the treaty to provisions than he supposed at the time this report was made.

Q. Who was the person that was sent to investigate the matter?—A. Mr. Walker, one of our clerks was sent out there to verify the statement of the resident agent.

Q. Not the former Commissioner Walker?—A. O, no sir; a young man.

Q. When did Mr. Walker go out to make that examination?—A. Early last fall.

Q. State the character of the testimony which came into your possession subsequently, which convinced you that the report which the agent made was not correct.—A. I have no idea that the agent made an incorrect report intentionally, but it was exceedingly difficult to ascertain the exact number of Indians there. They were coming in in groups and were scattered all around, and they were very much opposed themselves to having any enumeration made, and it was with very great difficulty that it was done at all.

Q. Did Mr. Walker's report satisfy you that there was any reason to suppose that the Indian agent was mistaken?—A. Yes, sir; Mr. Walker's examination, as I remember, and his reports were not entirely conclusive, although he thought there were more than the agent had reported, and subsequently the Indian agent himself, under instructions from us, has been as far as possible enumerating the Indians, and he

has come to the conclusion that he was mistaken in the enumeration that he gave originally, and that there is a larger number there than he had supposed. He had stated that there were probably not more than 9,000, and his conclusion now is that there were probably twelve or thirteen or fourteen thousand.

Q. What agencies were those?—A. The Red Cloud and the Whetstone agencies.

Q. The last paragraph on page 12 of this report which refers to the substitution of corn for flour and of mess-pork for bacon. State what you know on the subject.—A. I have no knowledge directly upon that subject; nothing except the reports as they come before the executive committee, that said that was the fact, that the Indian Department here, after the contract had been made for flour, substituted, for reasons that they gave, corn, and sent the corn out there in place of the flour. I simply know of the statement being made, and I have no doubt that it was so.

Q. Did you object to the payment of the vouchers for corn and mess-pork which were substituted in lieu of the articles that were in the original contract?—A. I did not object, but I concurred in the fact. It was left to an auditing committee consisting of Mr. Stuart and Dr. Bishop, and I concurred.

By Mr. COMINGO:

Q. I understand you to say that Mr. Walker was the Indian agent at that agency?—A. No, sir.

Q. What relation did he occupy to the Indians?—A. He is a clerk in the office of the Indian commissioners.

Q. What was the name of the agent who reported that there were not as many as 17,000 Indians at that agency?—A. I forget his name.

Q. Who had made the report that there were 17,000 Indians to be supplied there?—A. The Indian agent on the ground stated that they were claiming rations for that number, and that they were absorbing a very large amount of cattle in excess of what they were entitled to.

By the CHAIRMAN:

Q. When you say "they" you mean the Indians?—A. I mean the Indians themselves. They were claiming from the agent an amount of rations largely in excess, as he believes, of what they were entitled to, and the result was, and I think the fact can be demonstrated, that they took cattle in excess of their own actual wants, and sold the cattle to the settlers instead of feeding upon them themselves. It was to ascertain the truth of that matter that we sent out Mr. Walker, and subsequent information has led us to believe that the Indian agent in reporting that there were not more than half that number which they claimed was mistaken. We are satisfied that there are not so many as they claimed, but a very much larger number than he thought. They claimed that there were 17,000, and we believe that there were fourteen and perhaps fifteen thousand.

By Mr. ADAMS

Q. The Indian agent issued the rations for 17,000 Indians at their request?—A. Yes, sir.

Q. But he did not believe that there were so many?—A. No, sir.

Q. He thought that there were not more than—how many?—A. He thought, in that case, that there were not more than 11,000 instead of 17,000.

Q. And he issued rations for 17,000, believing there were only 11,000?—A. Yes, sir.

Q. Then subsequently he had an enumeration made and came to the conclusion that there were more than 11,000?—A. Yes, sir.

Q. How many more?—A. I don't recollect exactly; perhaps 14,000 or 15,000.

By Mr. RICHMOND :

Q. I do not understand you to say that that enumeration was made at the instance of the agent. Mr. Walker went out at the instance of the commission to make that investigation, did he not?—A. Yes, sir; and the Indian agent was instructed to make the investigation also.

By Mr. HARRIS :

Q. Was that the statement which is contained on the 12th page of this report, in these words: "at one agency where the agent issuing to Indians numbering from fourteen to seventeen thousand, we learn from good authority that the number has never exceeded _____" You and your associates, through the assistance of Mr. Walker and the Indian agent himself, have become satisfied that that statement is not correct?—A. Yes, sir, that there was a larger number than we supposed at the time that statement was made; a larger number than 5,000 in the one case, and a larger number than 11,000 in the other case.

By Mr. COMINGO :

Q. How many more do you suppose there were at the agency where it was first supposed there were only 8,000?—A. I cannot answer that question.

By Mr. LAWSON :

Q. I understood you to say that the enumeration of Mr. Baker showed about 15,000.—A. No, sir; about 12,000, I think.

By Mr. RAINEY :

Q. Did your board suppose that the Indian agent at the Red Cloud agency issued those rations under the instructions of the Commissioner of Indian Affairs, or that he did it on his own responsibility?—A. He was instructed to issue these rations by the Indian Department as well as under the directions of the commission, and it was at a critical moment among the Indians when there was a great deal of uneasiness, and he thought that if he refused to issue the rations on the enumeration that the chiefs gave him, it would precipitate what was then very much feared—a war; and he went on and made these deliveries, at the same time notifying us that he thought he was delivering largely in excess of what they were entitled to.

Q. So, then, his object was to pacify the Indians, who, apparently, at that time were very turbulent and would no doubt have taken the provisions if he had not given them to them?—A. Well, he was very fearful of it, and he was away from any considerable body of soldiers, without adequate protection.

By the CHAIRMAN :

Q. Would the board now justify that action of the agent?—A. Considering the circumstances, I think they would.

By Mr. HARRIS :

Q. Then, so far as you know, the fraud, if any, in the excessive issue of rations, was a fraud perpetrated by the Indians on the Department,

rather than a fraud perpetrated by the Department?—A. No doubt about that.

By Mr. GIDDINGS :

Q. Do you know, or have you reason to believe, that there exists what is known as an Indian ring, which controls or has probably the contracts with the Department of the Interior for Indian supplies?—A. I have no doubt about it from all the information that we have had, and we have endeavored to avoid the ring, but somehow or other the things got into the ring at last.

Q. Does not the existence of this ring tend to prevent competition in bidding for those supplies?—A. To some extent, I have no doubt that it does.

Q. Have you any reason to believe that the Commissioner of Indian Affairs or the Secretary of the Interior are aware of these combinations?—A. I have no doubt they are aware of them; I have no reason to suppose, however, that they are disposed to countenance them. I have no right to suppose that, but certainly they are not ignorant of them.

By Mr. LOWE :

Q. You say you have no reason to suppose that they countenance them?—A. I have not. I do not charge them with that.

If the committee will allow me, I will state that my department has been, I believe, faithfully managed, but it has not been that which had charge of the matters to which this particular examination relates. I had some one hundred and fifty different articles, tin-ware, &c., to look after and examine and take care of, and I believe they were carefully examined, and I know of no frauds connected with them. I had likewise the hiring of the store and the looking after the arrangements for shipping from the city of New York to attend to, and had my full share of work, but it does not come in the line of this particular examination.

At this point the committee took a recess until two o'clock.

On the re-assembling of the committee the witness appeared before the committee and said :

I wish to make a correction of my testimony given this morning on one point. I think I left the impression on the minds of the committee that we had official information that there was a larger number of Indians at the Red Cloud and Whetstone agencies than we had stated in our report. I wish now to say that we have no official information to that effect, but the general impression on the minds of some of us is, that there is a larger number than the low number that was stated in our report. As I said to the committee this morning, my own acquaintance with this matter is very slight, and only grew out of the meeting of our committee. The fact that I had known so little about it, other than what came out at our meeting, led me into an error in my remarks in regard to the Indian agent. I believe that the general impression of some of the committee is that while the number of Indians really belonging to those particular tribes might not be larger than was stated, yet during the fall and winter a large number of Indians from the wilder tribes not particularly connected with these came in and had to be paid, and that was one reason for supposing there was a larger number at those agencies.

By Mr. ADAMS :

Q. At what time did you become satisfied that there was a larger number of Indians than you had at first supposed?—A. It has been a

matter of conversation on the part of the commission. As I said, there was nothing official there, but a general impression in regard to excess of Indians coming in from other tribes. I suppose that is the fact. We have nothing official, and I don't think there has been anything official brought before the commission.

Q. Is it not true that the report which Mr. Walker, your clerk, made to your board, tended to show that the number of Indians issued was greatly more than the actual number of Indians there?—A. Yes, sir; that was his report when he came back, but still he thought the number there was larger than the number that was named in our report. My impression is that Mr. Walker had the idea that the agent there had over-numbered them, but still thought there were, perhaps, more than the low number which we estimated; however, I am not competent to give the opinion that was entertained generally, because I simply heard it stated at our meeting, and I did not lay it up at all in my mind, as it did not come in my department.

Q. You now state that information which you have received, as a member of the Board of Indian Commissioners, induced you to think that the number of Indians actually at those respective agencies is greater than the number set forth in this report?—A. I think so.

Q. When did you get possession of the information which led you to that conclusion?—A. It is rather an impression on my mind than any absolute information. I got it in conversing with one or two members of the board; I don't think there is anything official in relation to it, but I have the impression on my mind that the number of Indians that has been fed is larger than the number in our report.

Q. You do not remember when you got possession of the information which led you to that conclusion?—A. I do not.

Q. Do you remember what the character of the information was?—A. My own impression is that it grew out of conversing with Mr. Campbell, one of my associates, and I think he will be able to speak to you more definitely about it than I can.

Q. What impression did Mr. Walker's report give you of the number of Indians there?—A. As well as I can recollect, his report was that the agent's report was very much larger than it ought to be; that is my present impression, that Mr. Walker reported that the agent was giving out very much in excess of what ought to be given for the number of Indians actually there.

Q. Do I understand you to say that Mr. Walker, who is connected with your board, and whom you sent to look after this matter, and who did go and make an investigation of it, came back and made a report to your board to the effect that the agent was issuing to a much larger number of Indians than were there?—A. I think he did; and yet the impression on my mind, after all, was, that while there was nothing like the number of Indians that was originally reported, yet that there were more than Mr. Walker stated.

Q. What evidence had you to contradict the report which Mr. Walker made?—A. Well, it was a general conversation at our meeting. I can't recollect what it was exactly. I had that impression on my mind. It might be correct or it might be incorrect, but that was my impression.

Q. Do you undertake to say that that was the impression of the board, or that it was simply your impression?—A. I don't know what was the impression of the board, but my own general impression was that while we took that low number, there might have been, from the difficulty of counting them, and the uncertainty of any account, a larger number

than that; and although the board took the number that is stated in the report, yet I had it in my mind all along that there was a larger number.

Q. Taking Mr. Walker's account and all the information you had gathered from different sources, you had an idea that the number was greater than Mr. Walker reported?—A. Yes, sir; I had that impression.

Q. But you cannot now recall the testimony on which you based your opinion?—A. No, sir.

Q. It is a mere impression on your part?—A. That is all.

Q. Can you tell us when you arrived at a different impression upon this subject from the one which you had previously entertained?—A. I cannot fix upon any time at all; my impression, as I stated this morning, was very vague, and I did not give that part of the report any particular attention.

Q. This report is dated June 20, 1874; did you get this impression of which you speak subsequent to the time when this report was made?—A. I think that the conversation of one or two members of the commission led me to think that the crowd of Indians coming in had made it necessary to give out rations for a larger number than the number we have stated in the report, and I think we have been doing that all winter. I may be wrong, but I have that impression, and I think we are doing it now.

Q. I understand you, then, to say that in reference to the number of rations issued, and the number of Indians that were there to be supplied, the impression you now have is merely an impression, and that the testimony upon which that impression is based you are not able to recollect?—A. That is it, sir. I was hardly competent, indeed, to give an opinion, for I did not give the subject attention enough.

By Mr. GIDDINGS :

Q. I understand you to state that the increase, or the basis of increase in the number of Indians at those agencies is from the coming in of scattering bands from tribes or from other agencies?—A. Yes, sir.

Q. Is there any falling off at the other agencies from which those Indians come; or do the numbers at those agencies keep up to the former standard?—A. That I cannot answer.

Q. Do you know of any falling off in the number of Indians at any of the agencies on account of Indians leaving?—A. No, sir; I do not. My attention has not been called to anything of that kind, and I don't know.

By Mr. COMINGO :

Q. On what information did you base your report of the number of Indians of each of these tribes mentioned, 8,000 and 5,000?—A. There was first the report of the agent himself, and then there was the report of Mr. Walker of a much smaller number, and I think there were communications between the president, Mr. Brunot, and the agent there, and that number was fixed upon as being about the number. There was very great difficulty in getting at it at all, and I believe there is now. I believe it is almost impossible to get at the real number.

By Mr. BUTLER :

Q. You stated, if I comprehend your statement, that the Indian chiefs made representations of the number of their tribes, and demanded rations for that number?—A. So we were informed, and I believe that was the fact, particularly at that juncture where this examination was made.

Q. And that the agent issued the rations upon their recommendation?—A. Perhaps not upon their recommendation, but for fear that if he did not do it they would give trouble.

Q. I mean that; and you believe that as the agent had no protection near at hand, as you have stated, it was absolutely necessary that he should give them these rations in order to keep them quiet?—A. It seemed to be so at that time.

By Mr. SMITH :

Q. Was Mr. Walker sent out by the board as a board, or by an individual member of the board?—A. I cannot answer that question. I should suppose that he was sent out by the president. The board was not in session. The president was authorized to act in the matter, but I do not know just what the fact was.

Q. You have spoken of settlers and of beef-cattle being sold to settlers by the Indians. Do you know how many settlers there are in that neighborhood?—A. I don't know anything about it. I simply know the fact was stated at our meeting that cattle and oxen that were fit to work had been sold by the Indians to parties in that neighborhood.

Q. You do not know the fact, then?—A. I do not know the fact. I do not know that it was true, but I know that it was said.

Q. You do not know the fact that there are only three or four persons in that neighborhood that are not entitled to rations?—A. I know nothing about it.

Q. White men who have married into the Indian tribes receive rations?—A. I know nothing about it, sir.

By Mr. LOWE :

Q. In issuing these rations, whose business is it to ascertain the number of Indians to be issued to?—A. I suppose it is the business of the Indian agent.

Q. What means has he of determining the number of Indians to whom rations shall be issued?—A. I presume that he has to act upon the best information that he can obtain at the time as to the number that are there. I don't know whether any of those wild tribes have been thoroughly counted so as to know exactly how many there are.

Q. In these agencies that you speak of, where there are so many coming in, are the Indians located immediately around the agent, so that he has ready access to all of them, or not?—A. I cannot answer that.

Q. You do not really know, then, what means the agent has of ascertaining the number of Indians?—A. I do not.

Q. Has he any other practicable means of ascertaining their number than his own observation of them and their report to him?—A. I cannot tell what means he has. I don't know. I never was there.

Q. Your idea is that he has to determine it from the best information that is within his reach?—A. Certainly.

Q. And that that information is probably not of a very accurate character?—A. I don't see how it can be.

Q. You have spoken of an Indian ring. I want to ask you what an Indian ring is—what you mean by that?—A. I was asked about it, sir. I did not speak first of an Indian ring.

Q. You answered the question that was put to you as though you understood the term.—A. Well, if I understand it, it means that there are certain men who have been heretofore in the habit of obtaining contracts, and who have left the impression upon the minds of those who have dealt with them that their object has been to make money out of

the contracts over and above the legitimate results of a fair delivery on their contracts; and that there is a number of them who have been for years and years engaged in that way.

Q. In answer to a question put by some member of the committee you said that your impression was that there was an Indian ring. Will you be good enough to state of whom that ring was composed?—A. I am not competent to give their names. I don't know who they are.

Q. You believe that there is an Indian ring, then, without knowing the persons of whom you suppose it to be composed?—A. I have some names in my mind, but I do not know that I have sufficient evidence to name them.

Q. You think you have not sufficient evidence that they are members of the ring to justify you in expressing your impression?—A. I do not think that I have.

NATHAN BISHOP appeared before the committee, and on affirmation testified as follows:

By the CHAIRMAN:

Question. Please state your age, residence, and occupation.—Answer. Age, 65; residence, city of New York; retired from business, except such as is connected with the Indian commission and other interests for which I receive no pecuniary compensation.

Q. Do you know of any frauds committed on the part of officers of the Indian Bureau, or on the part of any members of the Board of Peace Commissioners in connection with the letting of contracts for supplies and transportation for the Indian Department during the fiscal years 1873 and 1874?—A. Do you mean frauds committed by those parties?

Q. Yes.—A. I know of none, sir.

Q. Do you know of any frauds connected with the execution of these contracts?—A. None.

Q. Do you know of any unfairness in connection with those contracts?—A. I do not. Perhaps I ought to say that I am not connected with that branch of the commission which lets contracts; I am on the executive committee, not on the purchasing committee.

Q. Will you state your position in connection with the Indian Department?—A. The act of Congress required the appointment of an executive committee. The Board of Indian Commissioners, immediately after the passage of that act, met and organized in accordance with that provision, appointing an executive committee of four persons, I think, whose duty it should be, as required by the act of Congress, to examine and act upon the accounts and vouchers that were presented for the expenditures in the Indian Department. The appointment of a purchasing committee was of earlier date. I was never upon that committee, but was appointed upon the committee to examine accounts. My whole labor in connection with the Indian commission, except when I have been in the Indian country, has been confined to that department. I have been present with the purchasing committee, but have never taken an official part in the work.

By Mr. ADAMS:

Q. In your report to Congress on the 20th of January, 1874, on page 13, reference is made by you and your associates on the executive committee to a private contract entered into with Mr. McCann, for the transportation of goods from Cheyenne to the new Red Cloud agency; if there were any irregularities or improprieties connected with that transaction, please state what they were, and lay before the committee, if you

have them, the evidences of that fact.—A. I will state the case as clearly as I can from memory, and then refer to documents. There was a contract made to transport certain goods to what was called the old Red Cloud agency at certain rates. While that contract was only partially filled the agency was removed to a point some miles from the old agency. Vouchers came for my examination, which included the old contract. Those, I think, had been passed. Then a voucher came which gave a new price for transportation, for the longer distances. The transportation from Chéyenne to the old agency was at a given price. A new contract was made which gave a higher price to the new agency over the whole line. In a letter which I wrote accompanying the return of the voucher, I stated that I thought that when a contract had once been made by the parties appointed by law to make contracts, it should remain unchanged unless under extraordinary circumstances, and unless all the parties connected with making the contract should join in expressing their willingness to change it, and I indicated that I thought the better way would be to let the old contract remain, and make a new contract for taking the goods from the old agency to the new. I wrote that letter on the general ground, which I think I stated in that communication or in another, that it was not a safe principle to act upon, to change contracts after the contractor had commenced filling them; that that principle would be subversive of the whole system established by law, of letting contracts to the lowest bidder, because if the principle was adopted that any officer of the Government could change a contract, why of course all contracts might be changed, and the whole system be subverted. On that ground that voucher was suspended or rejected (I have forgotten which, and it is only a difference of words,) and was left for further consideration.

Q. Is it your custom, when you object to the payment of an account, to forward to the Indian Office a written statement of the reasons which induced you to object?—A. Our correspondence goes through the Board of Indian Commissioners. I do not forward them direct to the Indian Office, but they get there.

Q. And you retain in your office copies of the correspondence?—A. I understand that to be so.

Q. In reference to this contract with McCann which in your report you objected to, the private contract, and in reference to the voucher which came for payment under that private contract, you made, you say, at the time your written objections, which passed from your office to the Indian Office?—A. I sent them to the Indian Office, and I presume the originals were sent to the Department.

Q. Does your office retain a copy of the correspondence?—A. I understand it does.

Q. Then I should like to have you lay before the committee the objections that you laid before the Indian Office to the approval of the contract and the payment of the vouchers.

Mr. HARRIS gave notice that he would object to the admission of the papers called for in the question.

A discussion ensued, and in reply to a remark of the chairman in regard to the first two or three answers in this examination, the witness made the following explanation:

The WITNESS. If the chairman understood me to say that I knew of no unfairness by the Government officers, he understood me correctly; but if he understood me to say that I knew of no unfairness on the part of other persons not connected with the Government, I did not mean to say that. I did not mean to cover that at all by my answer.

By Mr. ADAMS :

Q. Do you mean to say that you have known of no irregularity on the part of Government officials in the matter of the payment of accounts or the letting of contracts ?—A. I do not mean to say that I do not know of what I should consider as irregularities, and I have written them down, and they are in the office of the Commissioner of Indian Affairs, I suppose.

Q. You do not mean, then, to have this committee understand, as has been intimated by the chairman, that you know of no official irregularities ?—A. The reporter does not read the word "irregularities" in connection with "fraud" in the question which I answered at the beginning of my examination.

Q. Then, if I understand you, you mean to say that you *do* know of irregularities ; but whether there was any intention to defraud the Government, you are not prepared to say ?—A. That is just what I wish to state. Of course, I do not wish to be considered omniscient. I say I consider them irregularities, and as such I have written them down.

Q. The contract which was awarded to Mr. McCann under public advertisement was to carry certain supplies at a given rate from Cheyenne to the old Red Cloud agency, was it not ?—A. Yes, sir.

Q. Supplementary to the execution of that contract, the Red Cloud agency was moved some eighty miles farther north ?—A. I was so informed ; I cannot swear to the distance at all.

Q. The old contract which had been originally entered into was annulled ?—A. I have received that information from the Department ; the vouchers came on that basis, that it was annulled and a new price agreed upon.

Q. And the new price agreed upon was an increased price, not from the location of the old agency to the new, but for the entire distance ?—A. Yes, sir.

Q. State whether or not the statements contained in this paragraph on page 13, so far as they undertake to give facts, are true.—A. According to the best of my knowledge and belief, they are true.

Q. You have stated here that you have ascertained that the sub-contractors were only being paid for 175 miles, while the contractor was charging the Government for 212 miles. How did you ascertain that ? What was your means of information on that subject ?—A. Papers on file in the office of the Board of Indian Commissioners make that statement.

Q. Where did you get those papers that you forwarded, showing the distance ?—A. They were sent from the office of the Board of Indian Commissioners in Washington to me in New York for my information in acting upon the voucher.

Q. Do you remember what was the character of those papers ?—A. According to my best recollection, one or two were affidavits, and others were statements by persons whose names were given.

Q. Can you produce those papers ?—A. I should be obliged to ask if the clerk of the Board of Indian Commissioners, who is here present, has them ; if he has them with him, they can be produced ; otherwise they must be sent for to the office. The clerk tells me that he has copies of them here, but not the originals.

Q. Where are the originals ?—A. I should be obliged to ask the clerk, Mr. McCree, to state. [Mr. McCree here stated that he supposed the papers were on file in the Auditor's office.]

By Mr. COMINGO :

Q. Do you know the names of any of the parties who made those affidavits or wrote those letters ?—A. I do not ; one, I think, is a German name, judging by the sound of it ; I think it was Hecht ; he, I think, was a sub-contractor.

Q. Was his an affidavit or a letter ?—A. I am unable to say ; I think it was an affidavit, but I will not testify on that point.

By Mr. RAINEY :

Q. When you wrote to the Commissioner, and stated to him your objections and your reasons for not approving the vouchers, did he answer your letter ?—A. I cannot say positively. I should have to refer to the files.

Q. Was it customary for the Commissioner to annul contracts that he had entered into whenever any objection was raised by the Board of Indian Commissioners ?—A. I should by no means say it was customary. There were instances when the contracts were changed in part, but it was by no means customary.

By Mr. HARRIS :

Q. Did you officially know of the change of the location of the Red Cloud agency in July ?—A. Yes, sir. I knew it officially ; the voucher itself indicated it.

Q. Did you know it about the time that the change was contemplated ?—A. I don't know that I did, because I don't know when the change was contemplated. I knew the fact when it was done.

Q. Do you know whether you had been officially informed of the change until you received those vouchers for your approval ?—A. I have no recollection of receiving any official information on the subject.

Q. You have said that in your official letter you objected to the change of the contract as not being proper, unless in an emergency. Do you not know that there was an emergency at that time—that there was a violation by the Government of the contract with Mr. McCann in July of that year ?—A. I did not consider that an emergency.

Q. Did you not consider that the requirement made by the Department upon Mr. McCann, that he should carry the goods eighty miles farther than he had contracted to carry them, and their refusal to let him deliver the goods at the old agency—did you not consider that that was a violation of the contract by the Government ?—A. I never considered that the Government had a right to compel him to carry the goods the additional eighty miles.

Q. Then didn't you understand that Mr. McCann stood there ready to fulfill his original contract, but that the Government had itself violated it, and didn't you so understand when those vouchers were sent for your approval ?—A. No, sir ; I understood that the Government foresaw the necessity of making provision for the eighty miles, and had made it.

Q. Did you personally know anything about the value of transporting goods between Cheyenne to the new agency, as compared with the value of transporting to the old agency from Cheyenne ?—A. I knew what were the terms of the first contract, and what were the terms of the second contract.

Q. But did you know personally anything more about the value of that transportation ?—A. No, sir.

Q. Do you know personally, and have you, from your experience in the Indian Department, learned whether there is any difference in the

value of transportation as between the months of April, May, June, and July and the months of August, September, October, and the balance of the year?—A. Yes, sir; I have known it for several years.

Q. There is a difference?—A. Of course.

Q. Adding eighty miles to the distance in the month of July, do you know what would be a fair and proper compensation to the contractor for the addition?—A. I do not, and I never pretended to say.

Q. Did your Department have any means whatever of judging as to what would be a fair and just equivalent to be paid to Mr. McCann for the increased distance, taking into consideration the period of the year?—A. I know of no information that came for that purpose.

Q. Have you any personal knowledge or are you instructed as to what would be, as between the contractor and the Government, a fair equivalent for the difference?—A. That question was never presented to me.

Q. Then could you have intelligently passed upon that voucher if you had been ever so well disposed to do so?—A. The first contract was made and finished, and I suggested that another contract should be made according to the best judgment of the Department, and that did not regulate the price at all.

Q. The first contract you knew was at \$1.20 per hundred pounds per hundred miles?—A. Yes.

Q. Now, in July, so far as the Government was concerned, that contract was violated?—A. The contract did not provide for carrying the goods to the new agency, but it still existed up to the old agency.

Q. But the Government ceased to desire that the goods should be delivered there, didn't it?—A. Yes, sir.

Q. Was the contractor under any obligation to travel over the old route between Cheyenne and the old agency when carrying goods to the new agency?—A. Information was submitted that that was the customary route.

Q. What evidence did you lack in order to enable you to pass upon the justice of that claim of Mr. McCann?—A. I had no evidence enabling me to approve the disannulling of a contract already made by parties authorized by law to make contracts, and the making of a new contract.

Q. You do not distinguish between a contract made between the Government and the contractor to the old Red Cloud agency and a contract from Cheyenne to the new Red Cloud agency. You do not distinguish between those as distinct contracts?—A. I do, distinctly.

Q. Wouldn't you say that if the Government refused to receive its goods at the old Red Cloud agency it had broken its contract?—A. I should say it had.

Q. Was there any impropriety in the Indian Department, in that emergency, making a new contract to carry goods from Cheyenne to the new Red Cloud agency?—A. Not if the contracting power of the Government had been called into exercise.

Q. Do you know that it had not been?—A. I know that the Board of Indian Commissioners were not consulted.

Q. Do you say that they are the only contracting power?—A. No, sir; not the only, but they are one of the contracting powers.

Q. Did you say that you should be consulted in an emergency, and that it would be an irregularity indicating fraud if you were not?—A. The words "irregularity indicating fraud" I have not used.

Q. Then the only complaint you make is that the Department saw fit to change the location of the agency, but you admit, I suppose, that they had a perfect right to do that?—A. Certainly.

Q. The Government having determined to change the location of the agency, you only claim that the irregularity was in not calling upon your board to pass upon the new contract. Is that all?—A. That is the main feature on this one item.

Q. Have you any knowledge that the price paid to Mr. McCann for the transportation of goods between Cheyenne and the new Red Cloud agency was more than your board would have felt justified in paying?—A. Papers submitted to me at the time, accompanying the voucher, show that it was an unnecessarily large price.

Q. I did not ask exactly what the vouchers instructed you; I asked whether you had any personal knowledge?—A. I wish to say that the whole knowledge I have of the matter is derived from records. I have not been in the Indian country, so that the examination might as well close here as at any other time, if I've got to be an eye-witness to everything that I testify to.

Mr. HARRIS. I do not confine you to anything of the kind, but I do not invoke anybody's deposition.

Q. You make a statement which I understand you to have sworn here now to be true, according to the best of your knowledge and belief, that it was ascertained that the sub-contractors were only being paid for 175 miles; that is only hearsay, I suppose?—A. The same kind of hearsay that comes in a written record.

Q. That is to say, you come in here and swear to the truth of the whole paragraph in your report, according to the best of your knowledge and belief, and in that paragraph is this statement: "ascertained," &c.—A. I beg leave to say that that paragraph was not fully understood by me as being embraced in the question I answered a while ago.

Mr. ADAMS. I asked him whether it was true, to the best of his knowledge and belief, so far as it undertook to state facts.

Q. Do you know what the distance is between Cheyenne and the Red Cloud agency?—A. I know only from documents. I understand them to be official documents coming from the office of the Indian commissioners.

Q. Do you know what the distance is?—A. I cannot tell now.

Q. Do you know that it is not 212 miles?—A. I do not, because having acted upon the matter several months ago, I cannot recall it now.

Q. Provided Mr. McCann had been compelled to adhere to his old contract, and to deliver his goods and supplies at the old agency, and provided a new contract had then been entered into with him or with some one else to carry goods the additional distance, what compensation would have been required for that additional distance to make the entire cost from Cheyenne to the new agency what it is now?—A. I cannot state that. We estimated it, but the information laid before me in writing was that a portion of the new distance was what is called heavy road, sand, &c.

Q. That is not an answer to my question.—A. Well, I cannot answer without figuring it out.

Q. The contracts themselves will show, will they not, what additional compensation would have been required for transportation from the old agency to the new, if a new contract had been entered into in order to make the compensation over the route what it is now?—A. The two contracts will show it, of course.

Q. Were you ever at the old agency?—A. No, sir; I have been in the southern Indian country, but not there.

By Mr. COMINGO :

Q. What was the necessity for removing the Red Cloud agency ?—A. I never knew.

Q. After the old agency was removed and a new location selected, was there or was there not abundant time for advertisement and inviting competition before this private contract was entered into with Mr. McCann ?

Mr. LOWE. State what the time was.

A. I cannot state the exact dates without referring to documents.

By Mr. ADAMS :

Q. Do you know whether or not there was time for advertisement and inviting competition ?—A. I do not.

By Mr. BUTLER :

Q. You spoke about the papers that were before you when you made your report, and you mentioned affidavits.—A. I beg pardon; the papers were not before us in making the report, but in approving the vouchers.

Q. You refuse to sign a voucher for Mr. McCann on account of facts which you had before you in the shape of affidavits ?—A. Yes, sir; one or more affidavits.

Q. And one of the persons who made those affidavits was a subcontractor and a German, you say ?—A. I think he was a German, judging from his name.

Q. Do you know how those affidavits came there ?—A. I do not know how they came into the office of the Indian commissioners, but they were forwarded from the office here to me.

Q. That was just an *ex-parte* affidavit ?—A. Yes, sir.

Q. The name of that subcontractor who made an affidavit was Hecht, you think ?—A. That is according to my best recollection.

Q. You say you never were at the Red Cloud agency, either the old or the new agency ?—A. No, sir.

Q. Do you remember the date when you refused to countersign that voucher ?—A. I cannot say, sir; because I have been doing it for two years without fixing the dates in my mind.

By Mr. HARRIS :

Q. You are accustomed frequently to refuse to pass vouchers unless you have further information from the Department ?—A. Yes, sir.

Q. So that when you refuse to pass a bill you do not necessarily mean to imply that it is in any way improper, but only that you lack the necessary information ?—A. Nor in all cases.

Q. Do you remember any cases in which you have refused to pass vouchers, and have afterward approved them ?—A. Yes, sir; two or three or more; I cannot remember the number.

By Mr. W. H. SMITH :

Q. Was not the second contract covering the transportation of freight from Cheyenne to the new Red Cloud agency submitted to the board for their action ?—A. Not to my knowledge.

Q. Didn't you write a letter upon the subject, declining to approve of the contract ?—A. I have been under the impression that the letter was written on the voucher presented instead of on the contract.

Q. But was not the contract itself presented to you, and did not you write a letter in reply to that giving your reasons for declining to approve of it ?—A. I may have done so in connection with the voucher.

Q. But before the contract was finally executed by all the parties was it not submitted to your board in the regular order of business for the approval or otherwise of the board?—A. I have no recollection of it, and yet I do not swear that I did not write a letter on that subject.

Q. Do you remember that you wrote a letter when the voucher was presented?—A. Yes, sir.

Q. You have spoken of certain affidavits and of a written statement sent by some one not in the form of an affidavit, that was sent to you from the office of the Indian commissioners in Washington. Have those affidavits and that paper, or either of them, ever been communicated to the Commissioner of Indian Affairs or the Secretary of the Interior, or to the Interior Department before they were sent to you?—A. I have no knowledge on that subject.

Q. The first information given to the Department, then, so far as you know as to the existence or the contents of any of those papers, was given when you returned them with your objections to the voucher?—A. I suppose so. I have no knowledge to the contrary.

Q. Could the goods, after the agency was removed, have been received at the old Red Cloud agency? Was there any agent there to receive them under the first contract?—A. I have no knowledge on that subject.

Q. But I presume you are satisfied there was not any agent there after the agency was removed?—A. I presume there was not.

Q. Then, if Mr. McCann had transported the goods to the old agency under the old contract there would not have been any agent there to have received them from him?—A. I believe my letter suggested making a new contract with the same contractor without annulling the old.

Q. Your object was to have a new contract made covering only the distance from the old agency to the new?—A. Yes, sir.

Q. And in that the Department differed with you and made that new contract which was made?—A. Yes, sir.

Q. Do you know whether or not the contractor would have been willing to have made a new contract from the old Red Cloud agency to the new?—A. I do not.

By Mr. ADAMS :

Q. If the Government had chosen to make a new contract for the additional distance, you think Mr. McCann or some one else could easily have sent a person to the old agency to receive and receipt for goods, could he not?—A. I have no knowledge on that subject.

Q. Refer to page 12 of the report of the Indian commissioners, where allusion is made to the delivery of cattle in advance of contract time, and in excess of the current needs of the agencies. Upon what testimony did you make that assertion?—A. It was communicated from the office of the Board of Indian Commissioners in Washington to me in New York, accompanying the vouchers.

Q. Do you know where the Board of Indian Commissioners got that information?—A. It was there on the face of the vouchers generally.

Q. Do you mean to say that the face of the vouchers themselves show there were excessive receipts and deliveries?—A. Yes, sir.

Q. Where did you get the information that there were being issued at one agency rations to from 14 to 17,000 Indians, when there were not really more than 8,000 there?—A. The only information that was ever

presented to me on that subject came from the office of the Indian commissioners at Washington.

Q. Do you remember the character of that information?—A. Yes, sir; written statements accompanying the vouchers. The face of the vouchers indicated that cattle were delivered in excess of the requirements of the contract; and statements, I don't remember what they were, came with the vouchers.

Q. Does your memory serve you as to which agency that referred to?—A. I think cattle were delivered in excess of the contract at the Red Cloud and Whetstone agencies, both.

Q. There are two agencies referred to here; do you remember which they were?—A. No, sir.

Q. Since this report was made have you had any information upon the subject which has induced you to change your opinion in reference to the number of Indians at those agencies?—A. Yes, sir.

Q. Tell us from whom you got that information which induced you to change your opinion.—A. I heard a report read this morning by Bishop Hare, the chairman of a commission sent by the Department of the Interior to examine into the condition of those two agencies.

Q. How did you happen to hear that report read; who invited you to hear it read?—A. The Secretary of the Interior.

Q. About what time did he invite you to hear it read?

[Objected to by Mr. Harris as irrelevant, and excluded.]

Q. Did the Secretary know that you were going to be examined upon that subject before he invited you to go and hear that report read?—A. I have no knowledge upon that point.

Q. Did the Secretary tell you why he wanted you to hear the report read?—A. He simply expressed a wish that all the commissioners present in the city should hear it.

Q. Did he show any anxiety that you should hear the report read this morning?—A. I witnessed none.

Q. You remained to hear that report read rather than come before this committee at the hour indicated; how did you happen to do that?—A. The chairman of this committee gave me special permission. I mentioned that I had an appointment to come here at half-past ten, and I understood the chairman of this committee to say that he would be responsible for my remaining.

Q. Did you apply to the chairman for an extension of time in order that you might hear that report?—A. I had no choice either as to coming here or staying there; as I said to the chairman, my time was at the service of this committee, as I was summoned here for that purpose, and I said I would stay there or come here, as he thought best.

Q. You say you do not think, in view of the fact that you were requested to stay and hear that report read at a time when you were summoned to be here, that there was any anxiety that you should hear it this morning?—A. I answered that I witnessed none, and I repeat that I saw no indications of it.

Q. Were you requested to go and hear that report read this morning?—A. Yes, sir; the request was made this morning by General Cowan.

Q. I understood you to say that the Secretary of the Interior made the request?—A. Well, General Cowan came in the name of the Secretary of the Interior; I understood him to say that the Secretary wanted it.

Q. You did not see the Secretary there?—A. Not until I reached the office.

Q. About what time this morning was that request made?—A. About nine o'clock, I think. I cannot be exact as to the time.

Q. What time did you get to the office of the Secretary of the Interior to hear that report read?—A. It must have been not far from half-past nine.

Q. How long did it take to read it?—A. The reading of the report, and comments and inquiries, took, I should say on a rough estimate, an hour and a half or two hours.

Q. What other member of the board of commissioners was present besides yourself?—A. Colonel Campbell of Saint Louis.

Q. No others?—A. No other that I remember. Others were invited, but could not come.

Q. Who were present at that reading besides yourself and Mr. Campbell?—A. I cannot name all the gentlemen, for I do not know them. The report was read by Bishop Hare, the chairman of the commission, and there was a gentleman with him, I believe, whose name I do not recall, and I think that Colonel Cowen was present, and the Commissioner of Indian Affairs, and maybe one or two others. I cannot state with accuracy.

By Mr. HARRIS:

Q. I understand you to say now that from information since received you are satisfied that statement made in your annual report with regard to the number of Indians to whom rations were issued was an error?—A. I am satisfied that from December and along up to the present time there has been a large increase. That information is derived from Bishop Hare's report this morning.

Q. Well, you are satisfied that statement in your report was not true?—A. That information was obtained in October. Bishop Hare's report did not say a word about how the matter was in October.

Q. But I understood you to say in your answer to Mr. Adams that, from information since received, you doubted the accuracy of that statement in your report?—A. I did not understand that it was put in that way.

Q. Then do you still think that at the time when your report was made there were only 8,000 Indians where rations were issued to 17,000?—A. I do not know anything on the subject further than the facts that have been referred to.

Q. Have you any information by which you can say there were 8,000 rather than 17,000?—A. I have no knowledge.

Q. And your information now is that there are more?—A. The number is varying from month to month; it varies every month in the year.

Q. This Bishop Hare, what is his relation to the Indian Department?—A. I know that the Board of Indian Commissioners here at their last meeting suggested the appointment of a commission to go out and examine into these agencies, and the Secretary of the Interior did appoint a commission, a Mr. Smith, who is a member of the Board of Indian Commissioners recently appointed, and some one else.

Q. Then it stands this way, that upon the recommendation of your Board of Indian Commissioners the Secretary appointed a commission to go out and to investigate?—A. Yes, sir; I understand that to be the case.

Q. The Commissioner of Indian Affairs complied with your request and sent out those gentlemen; and now was not this morning the first opportunity you have had to hear the report of those commissioners who had been sent out?—A. Yes, sir.

Q. And were not you as desirous to hear it as anybody was to read it to you?—A. I cannot measure their desire.

Q. Well, you were anxious to hear it?—A. I was anxious to get through with the work that I was called here for, and I told the chairman of this committee that I was under his direction.

Q. You won't leave it on record that you were not anxious to hear, at the earliest opportunity, the report of the commissioners who had been sent out to the Indian country at the request of your board?—A. No, sir; I would like to hear it, but I had not the slightest idea that the subject of the report was under investigation. I supposed I was to be examined on what I knew, not on that report.

By Mr. McNULTA:

Q. Do you remember what act of Congress those supplies were distributed to the Indians under?—A. No, sir.

Q. Do you remember whether it was under a law giving a specific amount to a tribe or giving so much rations *per capita*?—A. I have no accurate knowledge on that point.

Q. If it should appear that those Indians were entitled, under treaty stipulation, to a certain amount of rations in a year, it would make no difference what was the number of Indians, would it?—A. I suppose not. I have not understood, however, that there was a stipulated amount granted to those two agencies; I supposed that the Government exercised its judgment on that point, as to what amount should be given to them to feed them.

Q. Your understanding is that that is a case where the Government is just taking care of the Indians without reference to any treaty stipulations?—A. That is my understanding as to those two agencies.

Q. And that it is the duty of the Government to feed them, no matter what the number may be?—A. That is my impression, on the peace policy.

By Mr. COMINGO:

Q. When did Bishop Hare go out to that agency?—A. My impression is that he has been living there for six or eight months, and that he was appointed while a resident of that country, but that may not be correct.

Q. When did he arrive in this city?—A. He told me that he arrived either last night or this morning, I have forgotten which.

Q. When was his report filed in the office of the Secretary?—A. I don't know anything about it.

Q. At the time you made this report, stating what number of Indians there was supposed to be there, had you any information which induced you to believe that there was that number or not so many as it was alleged had been supplied with provisions?—A. Yes, sir.

Q. You at that time believed that information to be correct?—A. Yes, sir.

Q. Have you or had you any information before this morning which induced you to believe there were more than that number at the time you made that report?—A. Nothing of the direct character of that presented this morning, which, however, did not affect that question, but related to the vast increase which came in November, December, January and February, and up to the present time. The report this morning did not conflict with the statement as to the state of affairs in October last.

A. To what time does the report of Bishop Hare relate?—A. I understand

stand it relates to the present condition—the condition for the last month or two when he has been making investigation, and when, as he states, large numbers from the north came down and joined the agency for the purpose of getting food, and will go back again in the spring.

By Mr. ADAMS :

Q. Did I understand you to say that this commission of Bishop Hare's was sent out at the request of your board?—A. Yes, sir; I said that, and I undertook to explain it, and I was stopped. The commissioners, at their last meeting, were informed that there was a deficiency of food at the Red Cloud and Whetstone agencies, and they said of course it will not do to let a deficiency of food be the cause of breeding a disturbance, and therefore we recommend that the Commissioner of Indian Affairs or the proper authority go on feeding the Indians for the present, and that the Secretary of the Interior send a commission to make investigation, and, as I understood the matter, the investigation was to be specially directed to this question of food, beef and other supplies; it was not to exclude other things; but, so far as I know, that was the thing that was most prominently in view in sending out the commission to see what additional supplies of food were necessary, in order to keep peace. It was a peace measure, sending those men out there in order that the Indians might have no excuse for warlike demonstration. This action was taken in the presence of the Board of Indian Commissioners, at their meeting, when Mr. Smith, a member of the commission, was present, and, at the suggestion of the board, he was advised to join, as he was going out into that country and see for himself; and I may be mistaken, but I understood that the Secretary of the Interior appointed him one of the inspectors. That meeting was on the 18th of February.

Q. In reference to the transaction before the first of January, what was your means of information as to those excessive issues of rations at that time? Can you give the names of the parties or the character of the information that you had upon that subject, so that this committee may be able to bring the parties before it?—A. I cannot further than what is on the face of the vouchers, as I have already stated. Where 150 cattle were called for by the contract, there would be perhaps 300 delivered or something like that. The face of the vouchers was evidence that cattle were being delivered in excess of the provisions of the contract.

Q. Had you no evidence from any source in reference to the number of Indians to be supplied at those two agencies aside from that which appeared on the face of the vouchers?—A. Some information, though I cannot now specify what, generally came with the vouchers—papers accompanying the voucher.

By Mr. BUTLER :

Q. As to this Bishop Hare, who went out, in connection with one of your board, as a commissioner to the Indian country—there was a complaint about the Indians not being fed sufficiently, and you sent out to ascertain about the quantity of food required?—A. The information was given to our board by the Department of the Interior, that there were representations of a deficiency of food, and they suggested that the board recommend that an investigation be made as to how much would be needed hereafter.

Q. In carrying out the object for which Bishop Hare and Mr. Smith went out, would it not be absolutely necessary to ascertain the number of Indians, in order to determine how much food it would take to supply them?—A. It would be very desirable.

By Mr. SMITH:

Q. Assuming that the Indians demanded an issue of rations in excess of what the contract called for, do you think it would have been safe for the agent and for the Department to have refused them?—A. Judging from the information I have, no military being near, I should say not.

By Mr. ADAMS:

Q. Where did you get the information which induced you to think so?—A. From letters received since the vouchers were presented, and from this morning's information on the same subject.

By Mr. RAINEY:

Q. How long have you been a member of the board?—A. From its origin.

Q. Can you give any idea as to the number of Indians that you reported as being at their reservations in 1872?—A. Not without consulting the report.

Q. But you do not think it was as large as the present number?—A. I am wholly unable to answer that question, except by mere guess-work.

Q. Have you any reason to believe now that the number of Indians to whom rations were issued last fall was as great as the number of rations issued to them?—A. I have no information that would lead me to that belief.

Q. Have you information that would lead you to a contrary belief?—A. From the best information that I have, I believe that rations were issued in excess of necessity; but it may have been done under threat from the Indians.

Q. Have you any means of knowing whether the corn which was substituted for flour cost, at the agencies, any more or any less than the flour would have cost; and if so, what is your means of information?—A. I have not the means, and I never sought means, to make an estimate. It is a work of arithmetic which I have not gone into.

Q. Have you any information as to whether the amount of corn, which was substituted for flour at given prices, could have been purchased at a less rate than was given for it?—A. I have no personal knowledge other than from the documents on file.

Q. Will they show the means that you had of arriving at a conclusion on that subject?—A. They ought to. All the papers which I have used ought to be on file in the two offices.

By Mr. LOWE:

Q. Is there any individual who made a statement to you in respect to this matter; and if so, who is he?—A. No individual has approached me on that subject.

Q. Was there any paper or report or affidavit of any person on that subject placed before you?—A. Papers were placed before me, but not affidavits.

Q. Where are those papers on file?—A. In the office of the Indian commissioners, I presume, and also in the office of the Commissioner of Indian Affairs.

Q. Do you know to what extent purchases have been made by the Commissioner of Indian Affairs, within the last year, without any sort of consultation with the Board of Indian Commissioners?—A. I cannot name the sum, because I have never taken the trouble to put the vouchers together.

Q. Does this tabulated statement, contained in the report of the

Board of Indian Commissioners, as to the extent and character of the purchases for the time indicated—does it show them correctly?—A. To the best of my knowledge and belief, it is true for the time embraced in it. There is one clerical error, which, however, is of no great account.

Q. Has your experience as a member of the Board of Indian Commissioners satisfied you that the purchase of supplies openly under advertisements is greatly to the advantage of the Government, or otherwise?—A. I am entirely satisfied that it is for the advantage of the Government. I have no hesitation on that point, and the larger the competition the better.

Q. You are satisfied that the Government gets the supplies at greatly reduced rates when it invites competition?—A. I think the records of the offices for the last three years would show that the number of bidders has increased fourfold beyond what it used to be, and the prices have gone down very largely.

Q. Have you ever made any comparison of the prices of articles purchased privately without advertisement, and the prices of articles purchased publicly in pursuance of advertisements?—A. I never have, further than an examination of single vouchers, one at a time.

Q. Do you know, of your own knowledge, the reason for substituting corn for flour in the particular instance inquired about?—A. No, sir; if written documents do not constitute knowledge, I know nothing on the subject.

Q. You don't know why corn was substituted for flour in this particular instance?—A. No, sir; no further than from written documents.

Q. You don't know whether it was a necessity of the service, or whether it was by the wish of the Indians?—A. Not otherwise than from documents presented.

Q. You have no information, then, that it was done at the wish of the Indians?—A. I have no information, except, as I have stated, from the documents.

By Mr. BUTLER :

Q. Were there documents presented to you on that point?—A. Yes.

Q. Where are those documents?—A. On file in the two offices.

Q. Did you sign those documents?—A. They were not documents requiring signature; they were generally letters from Indian agents.

Q. Did your board take any action on the subject?—A. The board, as a board, had no opportunity, for they did not come together.

Q. Well, as individuals?—A. The executive committee, appointed according to a law of Congress, was obliged to act upon the question, and they did act upon it.

Q. And their action is a matter of record?—A. A matter of record.

By Mr. ADAMS :

Q. Have you ever been able to obtain any definite or satisfactory information in reference to the existence or location of what is known as the Teton Sioux?—A. No, sir; I have no knowledge on the subject at all.

Q. Have you ever tried to get any information on that point?—A. There was some inquiry made by the members of the board once, at a meeting here, but it elicited no satisfactory result.

By Mr. COMINGO :

Q. Was corn substituted for wheat, or meal for flour, to any considerable extent?—A. In my estimation, I should say it was considerable, but that is a relative word.

By Mr. LOWE :

Q. To what extent in hundred-weights, or some definite quantity ?—
A. I should estimate, off-hand, that about 25 per cent of the flour specified in the contract was withheld, and the place of it filled with corn.

By Mr. MCNULTA :

Q. Pound for pound ?—A. No, sir ; there was nothing of that kind presented to me. The corn was bought, I suppose, by the bushel, without any reference to pound for pound ; there was no such exchange according to the vouchers, presented to me.

Q. Did they give the same value of corn for the wheat which was withheld ?—A. I do not think that the vouchers indicated that there was any intention to give the same value. I think the intention was to give what the parties who had charge of the matter saw fit to give.

By Mr. SMITH :

Q. Was there any information submitted to you in connection with the vouchers for the corn which tended to show there was any overcharge made for the corn ?—A. I think papers accompanied one of the vouchers stating that the price of corn, the average ruling price in Minnesota, in the judgment of the parties, was less than the price paid for the corn.

Q. Did you return those papers with the voucher when you returned the voucher ?—A. I did.

Q. In your memorandum of objections, did you enumerate the price as one ?—A. I have no recollection of mentioning the price as an objection. My rejection of those accounts was on the principle that it was wrong to change contracts.

By Mr. LOWE :

Q. And not on the ground that there was any overcharge or fraud in the transaction ?—A. No, sir ; I did not take that into account, but I held that changing contracts in that way was a dangerous thing.

By Mr. ADAMS :

Q. Do you mean to say that you did not take into consideration in objecting to that transaction, the fact that the corn could have been purchased at a less rate elsewhere ?—A. That was not proved before me. The objection was that the substituting was made at all, instead of making a new contract.

By Mr. HARRIS :

Q. In all this matter do you treat or speak of anything as irregular which is not in violation of law ?—A. I don't think I should.

Q. Would you say that anything was irregular or improper which it was in the power of the Indian Department to do without your consent ?—A. I should not.

Q. Are you a lawyer ?—A. No, sir ; not practically. I once read law.

Q. In reference to what you have already said as to your regarding some proceedings as irregular, is it not a familiar fact that the Interior Department or the Secretary of the Interior, as a matter of law and practice, has the authority and the right to overrule the decision of your board ?—A. Certainly ; and if I had been permitted in the beginning to state what the Secretary of the Interior told me, it would have thrown a good deal of light on a good deal of the ground which you have gone over.

By Mr. McNULTA :

Q. What did the Secretary of the Interior say to you on this subject of examining and acting on the accounts?—A. The Secretary of the Interior, at my request, understood, and I told him distinctly, that I should act in accordance with the law as I understood it, and that the discretionary power should be all left to him, as the law placed it in his hands. I told him that if an account was irregular, even though there was no indication of fraud, I should pronounce it irregular, and send it to him to act upon, in order that the exercise of the discretionary power might be by the party to whom that power was given by law; and I may add here, that the Secretary of the Interior requested me to state this if I had an opportunity—to state that I had exercised no discretion in dealing with the accounts, but had simply adhered to the law as I received it from good authority; and I have never exercised discretionary power in any case, but have left it with the Secretary, where the law places it.

Q. You understand, then, that the Secretary has merely exercised that discretion which is placed in him by law in overruling your judgment in those matters?—A. Yes, sir; he had a right to do it, and take the responsibility.

Q. Do you know of any wrong act or purpose of his in doing so, anything outside of the legitimate exercise of that discretionary power?—A. I do not; because I have never taken pains to inform myself.

Q. Then, as far as you know, the Secretary has just done what he had a right by law to do?—A. I have never had reason to suppose that he has done anything that the law does not authorize him to do. Of course, he takes the responsibility of his own acts.

By Mr. ADAMS :

Q. Do you know anything in reference to any other person filling a contract than the person to whom the contract was awarded? If you do, state all you know on that subject.—A. I know that Mr. Bozler came to my residence in New York, and requested and urged me to reconsider my action on one or two vouchers which were presented in the name of G. M. Dodge. In that conversation he stated, among a good many other things, that he was filling that contract for Mr. Dodge, and wished me to be sympathetic enough with his embarrassed condition in financial affairs to reconsider my action and to let him get money at once, so that he could carry out the remainder of the contract. I stated to him that the Secretary of the Interior had the entire power of discretion in the matter, and that I must decline to exercise any other power than that which the law of Congress imposed on me, namely, to examine and act upon the accounts.

Q. Had the board of commissioners, in their consultation with the Commissioner of Indian Affairs, any understanding by which Mr. Bozler should be allowed to fill the contract, or not?—A. I was not on the purchasing committee, but by invitation I was present at all their purchases, and I heard the statement made publicly in the presence of the Commissioner of Indian Affairs and others representing the Government, that Mr. Bozler had not fulfilled some previous contract in a satisfactory manner. I do not now remember who made that statement.

Q. Did not your board specially request the Commissioner of Indian Affairs to put into the advertisement a statement that no contract should be filled by, or sublet to, any other man than the man to whom the contract was awarded, and was not that put into the advertisement at the special request of the board of commissioners?—A. The board

requested it. It might have been provided for without that request, but they did request that there should be no subletting of contracts without the written consent of the Secretary of the Interior.

Q. Is it not customary, and do not the advertisements for proposals specify particularly, that no person who has failed to comply satisfactorily with a former contract, should be allowed either to have a contract or to fill it?—A. The advertisements from year to year are not exactly uniform, and I am not able to say precisely what the words of the last advertisements were. They have been becoming more and more strict for several years.

Q. Do you know what Mr. Bozler's delinquency was, that made him an unacceptable person to fill a contract?—A. No, sir.

Q. From your knowledge of Mr. Bozler's connection with those contracts, is there any doubt in your mind that the Commissioner was aware of the fact that Mr. Bozler was filling them?

[Objected to and withdrawn.]

Q. In reference to those vouchers for beef, do you know who it was that generally came to Washington and presented them for payment, and urged that the money should be paid, whether it was Mr. Dodge or Mr. Bozler?—A. I know nothing further than what I have stated, that Mr. Bozler called upon me, and Mr. Dodge also called.

By Mr. LOWE:

Q. I understand you to say that the Departments have been endeavoring to discourage the filling of contracts by other persons than those to whom they are awarded?—A. I think that has been the aim and wish of the Board of Indian Commissioners from the beginning.

Q. Has not the Department coincided with the wish of the board in that regard?—A. I have no knowledge to the contrary.

By Mr. GIDDINGS:

Q. Do you know anything about the existence of this "Indian ring" which we hear so much about?—A. No, sir; we have so many "rings" in New York that I do not pay much attention to rings.

Q. Have you any idea as to the percentage of profits realized by contractors with the Government for Indian supplies?—A. No, sir. General Dodge stated to me that he had lost money for five successive years. That is all the information which I have had presented to me on that subject.

Q. But he was still bidding for contracts?—A. Yes, sir.

By Mr. HARRIS:

Q. Have you any knowledge as to the antiquity of rings; how long they have existed in New York and elsewhere?—A. No, sir.

Q. Do you know whether the disposition to form rings has been greater since 1860 than before?—A. I do not.

By Mr. ADAMS:

Q. Do you know, from observation or otherwise, what quantity of corn it would take to be equal, as an article of subsistence, to 100 pounds of flour?—A. I do not. I have heard the statements on that subject, but I do not know of my own knowledge.

By Mr. HARRIS:

Q. Is there any difference, as an article of subsistence, between 100 pounds of wheat and 100 pounds of corn?—A. I have no knowledge on the subject more than what any common-sense man would have, that there is less food in 100 pounds of corn than in 100 pounds of wheat.

By Mr. ADAMS :

Q. You have stated, in your cross-examination this morning, that one reason why the contract for transportation from Cheyenne to Red Cloud was awarded to Mr. McCann, instead of Mr. Marshall, was that Mr. Marshall had been given a contract for land-transportation on another road, and you thought that was enough for him?—A. Yes, sir; about four hundred miles north, through the Indian country.

Q. Do not you know that it is the truth that the contract which was awarded to Mr. Marshall, and afterward awarded to Mr. Wilder, is being filled to-day by passing right over this Red Cloud road?—A. So I have understood.

Q. So that if Marshall had gotten the contract and filled it as it is now being filled, they would have been passing over the same road in going to the two agencies?—A. I suppose it is so.

Q. And the objection that you had then at that time would not be a good objection now?—A. It would not be at all, but we were talking then of going from Fort Randall out to Whetstone. We did not suppose that any such arrangements would be made as subsequently were made.

Q. Had you anything to do with that subsequent arrangement?—A. Not at all. I did not know, I think, until I came on this time, that such a change had been made.

Q. How did you happen not to be here yesterday morning when the committee was sitting?—A. General Cowen called at the Arlington just after breakfast, and said that the Secretary of the Interior requested that Messrs. Dodge and Bishop would call at the Interior Department. He said he did not know I was here. I had not been here in the morning early enough to report, and I came afterward, you know. General Cowen asked me to go along also. We went there and found the Secretary, and afterward he remarked that Bishop Hare had come here, who was the chairman of the committee that went out to visit Red Cloud, and had a report which he wished us to hear read. The chairman dropped in there, but did not remain; and Governor Buckingham was there, and he did not remain; and Mr. Bishop, who was to be first examined, you told me, asked the chairman whether it would be necessary to come down here. He inquired how long it would be to read, and they thought in an hour or so, and he thought we might remain to hear this, and I considered this, as a matter of course, that the Secretary applied to me as to him, and I did not want to repeat the same, so much as Mr. Bishop was to be first examined.

Q. Who was present at the meeting you had at the Secretary's office?—A. General Cowen was present and the Commissioner; not at the beginning, but as soon as the Secretary thought of him, he had him in also.

Q. The Secretary thought of him?—A. The Secretary did not think of inviting Mr. Smith in at first, but after he had got on a little, he said he had overlooked to send for him. There was Bishop Hare and his colleague, Dr. Brevier.

Q. Was there any interest manifested to have you hear that report yesterday morning?—A. Well, I saw none, except that the Secretary was desirous that they should hear it read. He expressed a desire that they would like to hear it read.

Q. Had you, or either one of the board of commissioners, any knowledge—anything to add, or were you called to make any suggestions as to whether any changes should be made in it?—A. No, sir.

Q. It was desired to have you hear it?—A. Yes, sir.

Q. What time was it Mr. Cowen called for you?—A. Nine o'clock—I think so.

Q. What time did you get through after the reading of it?—A. We went down there, and it was some little time before Bishop Hare came in. I should think it was about 12. I think I recollect that it was 12.

Q. Did it occupy all that time to read the report?—A. I say they did not assemble. We went down with General Kirwan to the Interior Department, and Bishop Hare was not there, and I think he was sent for. It required some little time, and some talk, too, before they commenced reading the report.

By Mr. HARRIS:

Q. Was Bishop Hare appointed by a recommendation of your board to make the visit?—A. No, sir; no one was named.

Q. Did you recommend that some person be appointed?—A. Well, I will explain that to you, if you will permit me. While a meeting was called of the Board of Indian Commissioners, a regular meeting was held in January, and this disturbance at Red Cloud came up, and Mr. Dodge was here in Washington; and the Secretary of the Interior telegraphed to each member of the Indian commission that by the advice of Mr. Dodge he wanted us to assemble here. We did so; and while we were discussing matters the Secretary sent in a communication accompanying a communication from the Commissioner of Indian Affairs to him, sending the letter of the agent at Red Cloud agency, communicating the fact that the beef would be out in about fifteen days, and asking what our recommendation was on the subject; and we suggested—in fact, it was myself that made the suggestion—that under the circumstances the Indians must be fed. We must feed them or fight them. There they were isolated; and if the provisions were exhausted from any cause, no matter what, we must supply that. I suggested then, that the Secretary of the Interior would select a commission of the most reliable gentlemen he could to go out there and investigate the condition of affairs. There were reports that the cattle had been wasted unnecessarily, and that the number of Indians was greatly exaggerated, and it was desirable that we should have honest and able men, to be selected by the Secretary of the Interior, to make that examination, arrange for the immediate supply of the Indians, and then report so that we could get data of what we should do afterward in furnishing the supply of the year.

Q. You understood that Bishop Hare was appointed in consequence of that recommendation?—A. I understood so, but not till I saw him here yesterday.

Q. What I wanted to get is whether the report that you heard read yesterday was the report contemplated when you made the suggestion to have a person sent out to make the report.—A. It was.

Q. When did Bishop Hare arrive here?—A. I heard that he arrived night before last.

Q. Then the board which recommended his appointment assembled the morning after his arrival to hear his report?—A. No, sir.

Q. You assembled at the Interior Department?—A. We were invited; it was not laid before the board at all, but General Kirwan came up to say that the Secretary requested us to hear it read.

Q. You assembled to hear the report read, which you recommended to have got?—A. Yes, sir; not as a board.

By Mr. ADAMS:

Q. Do you mean that your board as a board made this request, or

was it a personal suggestion of your own?—A. No, sir; it was a suggestion by me at the meeting. When this Red Cloud disturbance was, the agent wrote to the Commissioner, and the Commissioner reported to the Secretary, and the Secretary addressed a letter to our board to ask our advice in the matter.

Q. But in thus appointing a commissioner to investigate the facts, do you mean that your board of commissioners, as a board, recommended the appointment of a commission to investigate, or was that your own individual suggestion?—A. The board did it—it was the act of the board; I suggested it. I have had a good deal of experience among the Indians, and I suggested that this course would enable us to arrive at the facts. If a competent commission were appointed outside of all these representations made, we would be able to ascertain the facts. They said there was an exaggerated report of the number of Indians there, and others said that the Indians were not in quantities that required all these large deliveries; it was far more than was estimated when we made the contract. We made the contract based upon the requisitions from the Department; and the amount called for, with the privilege contained in the contract of increasing it 25 per cent., would, they said, all be exhausted within 15 days.

Q. That is not an answer to my question—whether this recommendation that a committee be appointed was a recommendation of the board as a board?—A. Yes, sir; as a board.

Q. Was there any record made of that fact?—A. Yes, sir; I thought so, and a communication to the Secretary of the Interior to that effect. I merely mentioned the matter because it was a plan of my own to arrive at this conclusion. The board unanimously agreed to it.

Q. And that was in January last?—A. No, sir; it was in February. I think the board met on the 18th February; it was some two or three days, probably, after.

By Mr. COMINGO :

Q. Did you expect on your coming here that you would have this report laid before you?—A. No, sir.

Q. But you expected at some time, as soon as Bishop Hare returned, to have the report brought to your attention?—A. Well, I did not think much about it; but I tell you what I thought would be the result: that the Secretary of the Interior would have received the report, and what he thought proper to communicate to us, he would do so; or if he saw fit to call us together—but it was for the information of the Department to know what to do. The Secretary asked the advice of our board, and that was what we gave, that the Department should know the true condition of things there.

Q. It was therefore not out of the usual order of things to have that report read to you, there being a majority of your board in the city?—A. There is not a majority; only two of us here.

Q. I thought there were three of you here?—A. No, sir; Mr. Dodge was here; he could not come; but I thought it very proper that it should be communicated to us. The only point was that we were not creating the committee right.

Q. You have always found the Secretary willing to lay before you any information he had?—A. He always has done so; no difficulty.

By Mr. ADAMS :

Q. Does your experience in connection with the administration of Indian affairs satisfy you that it is to the interest of the Government, wherever it can be done, to make purchases publicly under advertise-

ment and by inviting competition, rather than privately?—A. O, decidedly; not a question about it at all.

By Mr. HARRIS:

Q. That you understood to be the course of the Department?—A. Yes, sir.

Q. And the habit and practice of the Department?—A. As I understand the law and all, it is intended that the purchase shall be made by public advertising.

Q. You understand that to be the practice of the Department unless in exceptional cases?—A. That is what ought to be the course of the Department.

Q. I ask whether, so far as you know, that is the practice?—A. I do not know that it is. I think there is a certain amount of these that are advertised for, and that is laid before us; but there is a great deal more that is bought that is not, I am satisfied, because I have seen the bills. There may be cases to supply where the estimates were wrong, I do not know what the motive is, but I know there are very often contracts made that do not come through us, but to what extent I have no means of knowing.

By Mr. BUTLER:

Q. What is meant by being the best bidder in these purchases?—A. The best bidder is the lowest responsible bidder.

By Mr. McNULTA:

Q. Do you know any facts not already alluded to by you tending to show that any officer or agent of the Government was interested in any contract or participated in the profits arising from any such contract for Indian supplies, or the transportation of any such supplies, or made profit therefrom in any way? If so, state such fact or facts to the committee.—A. I do not know any case. I am entirely out of the way of knowing anything about the contracts, further than that they are awarded.

By the CHAIRMAN:

Q. When these lettings take place, does the Board of Peace Commissioners then expect that their action and their lettings at that time will cover all the wants of the Indian Department for supplies for the year?—A. We think it ought to do it.

Q. You include in your schedule of wants all that the Indians will need during the year in any portion of the country?—A. I suppose you are aware that we have nothing to do—no estimates to make. We do not know what is required, except what we get from the Indian Department. They make out their schedules of what estimates of purchases are wanted; we act upon that; do not go behind it at all; do not look to know whether more or less will be required, because we have no means of doing so. The data are to be found in the Indian Department and we have none.

Q. You do not seek to ascertain the wants of Indians other than are presented to you by the Department?—A. No, sir; we could not do it in any way; sometimes a member of our board would go to particular places and find articles that had been purchased, probably upon requisition of the Indian agent to the Commissioner of Indian Affairs. I do not know how it comes, but sometimes there are articles in excess—clothing, pantaloons, and things of this kind not used at all. We have called the attention of Commissioner Smith to it, and suggested that he

should get new requisitions from the Indian agents to show what of each article would be required. Their experience would show what the Indians required to use, and things sent to them, that are of no use at all, there is no use in sending, but they should supply them with things they do want; and I believe Commissioner Smith told me he was doing that, and getting from each Indian agent a requisition of what was wanted for his tribe. That is the way it ought to come.

Q. From your experience as a member of the peace board, have you ever become satisfied that exigencies have arisen which justified the Indian Department in making purchases other than those that were advertised for?—A. I have had no opportunity of judging of these things, although I can see very readily how it would arise, but living so far away from here, I know of nothing. Other members are on the executive committee and in correspondence and communication with the secretary of the Commission of Indian affairs, but I know nothing of them.

By Mr. ADAMS:

Q. Have you had any large experience with Indians and their habits and wants—as to what their habits and wants are?—A. In the olden time I had.

Q. Have you for any number of years past seen much of Indians, so that you were enabled to know much about their necessities?—A. Well, all the Indians that I have had business with were those that lived by game—none of those to be fed—and I hardly know any but the Indians that live in villages, and I know the wants of those very well, but they were all in blankets and things of that kind.

Q. Do you know anything about whether corn or flour is the best food for Indians?—A. I have no experience in that.

Q. You have no knowledge on that subject?—A. No, sir; no experience.

Q. Does your experience with Indians or your experience in the everyday affairs of life enable you to have any knowledge as to what amount of corn—Indian corn—would be equivalent as an article of subsistence to 100 pounds of flour?—A. None in the least—never accustomed to furnish rations anywhere; no experience.

Adjourned.

COMMITTEE ON INDIAN AFFAIRS,
April 23, 1874.

ROBERT CAMPBELL sworn and examined.

Question. Please state your age, residence, and occupation.—Answer. I am seventy years of age. I reside in Saint Louis. I have no regular occupation, having retired from business some years ago.

Q. Please state what position you occupy in connection with the management of Indian affairs.—A. I am a member of the Board of Indian Commissioners, and I am one of the purchasing committee.

Q. Do you know of any frauds on the part of any officers of the Government connected with Indian affairs, or on the part of any of the Board of Peace Commissioners, in connection with the letting of contracts for supplies?

[Mr. Giddings objects to the question on the ground that it calls upon the witness to express a judgment on the very question which the committee is inquiring into, namely, whether there has been any fraud in the management of Indian affairs, and moves that the question be

excluded. After some discussion, Mr. Giddings withdrew his objection, and, on motion of Mr. Harris, the following question was adopted as the first regular formal question to be put to each witness in this investigation:]

Q. The committee are charged to inquire into all frauds, unfairness or irregularity, if any, committed in the administration of Indian affairs for the years ending June 30, 1873, and June 30, 1874; if you know of any facts relating to the subject, please state them.—A. I have no recollection of any, sir. That is going back two years, and I don't recollect

By Mr. ADAMS:

Q. I understand you to say that you are not a member of the executive committee of the board which is charged with the investigation of the accounts presented for payment.—A. I am not.

Q. But you were a member of the purchasing board charged with the purchase of goods and supplies?—A. Charged with assisting the Commissioner of Indian Affairs in the purchase of goods and supplies.

Q. Were you present when the contracts were awarded in New York, in the spring of 1873, for the fiscal year ending June 30, 1874?—A. I was.

Q. Do you remember to whom the contract for beef-cattle was awarded at the Yancton and Santee and Cheyenne agencies?—A. I do not recollect the names, except of Cheyenne.

Q. Do you remember the price at which the contract was awarded?—A. I do not now, though I saw it recently; and I believe it is in our report.

Q. Do you remember whether the party to whom the contract was awarded was the lowest bidder or not?—A. My recollection is that the bids were made for the whole of the Sioux country. The different bands of the Sioux had different places of delivery. My recollection is that the bidders, generally, bid for all of them, and that, at the suggestion of General Cowan, which the whole of the committee present approved, it was agreed that it was too large an amount to award to any one party; that it might place the Government in the power of any failure of one party to fulfill his contract, and consequently that the amount ought to be divided into three parts. That objection was approved of, and the bidder at the lowest price was to get the nearest place of delivery; the next, the other third; and the highest, the other third. I think Mr. Wilder and Mr. Dodge were two of the bidders, and Mr. Slavin was the third.

Q. Does your recollection serve you as to which of those three gentlemen was the lowest bidder?—A. My impression is that Mr. Wilder was, but I would not be positive.

Q. Do you remember whether there were any lower bids than those of either of those three gentlemen?—A. I do not recollect particularly about it. There were some bids that were altogether for Texas cattle, and the commission decided, upon the information derived from the experience of former years, that the Texas cattle could not stand that northern climate, and that for the four months of the winter the cattle should be cattle-wintered north of Kansas, and the other portion might be Texas cattle.

Q. Did not Mr. J. W. Bozler propose to furnish the required class of cattle at a lower rate than either of the three gentlemen you have named?—A. I have no recollection that Mr. Bozler bid at all the last year. He bid probably on former occasions, but I think not last year.

I think that in the spring of 1872, when the contract was given for the fiscal year of 1873, he did.

Q. We are talking now about the fiscal year ending June 30, 1874.—
A. I think he was not a bidder; that is my impression.

Q. You say that the gentlemen who bid without designating what class of cattle they would furnish had their bids rejected because it was thought desirable to have northern-wintered cattle during a portion of the year?—A. Yes, sir; those bids were not entertained because we had determined on receiving cattle as advertised, after our information was that the Texas cattle died of cold during the winter.

Q. Do you remember to whom the contract was awarded for flour at the Upper Missouri agency, the Grand River agency, the Cheyenne agency, and the Yancton agency?—A. I do not.

Q. Do you remember whether there was any lower bid than that of the gentleman who got the award?—A. I do not. Many circumstances occurred at the time in regard to the mode of delivery that I cannot now recollect. A new route was opened for transportation to the Upper Missouri by rail from Saint Paul to Bismarck, and that influenced us in making decisions as to what would be most convenient for delivery.

Q. Do you remember to whom the contract was awarded for flour at the Milk River agency?—A. I do not. I did not know any of the parties that the awards were made to, but some of the gentlemen of the Commission did, and I was influenced by what they thought.

Q. You don't remember to whom the award was made, nor who were the bidders, nor whether there was any lower bid than the one which received the award?—A. I don't recollect now. There were several gentlemen who had been up there. General Cowen had been there, and Mr. Brunot who, though not of our commission, was with us.

Q. Is there not good reason why the objection to awarding so large a quantity of beef to any one man should not apply with equal force to awarding a very large quantity of flour to one man?—A. There is the reason which I can see very readily, that if a party did not furnish the flour at the time that it was to be delivered, it could be supplied at once by going into the market and buying it, and the contract would provide for that contingency, but where there is a contract for beef to be delivered at a distant point, you cannot get it so conveniently. There is that difference between the two cases.

Q. Had you any reason to suspect that any of the gentlemen to whom awards for beef-cattle were made would not fill their contracts to the letter?—A. No, sir; not at all. We had provided especially that they should do it.

Q. Had you any knowledge as to the responsibility of the parties, aside from your opinion derived from the certificates of the district attorneys or judges as to the responsibility of those gentlemen and their securities?—A. We had, sir. The Commissioner, I know, did have in Mr. Wilder's case. We did not know him at all, and our chairman, Mr. Stuart, telegraphed to a friend of his at Saint Paul to ascertain if it would be safe to award a contract, and the response was favorable. Mr. Smith, the Commissioner, knew him, and was satisfied with him. He said that Mr. Wilder had had great experience in Army contracts. Mr. Slavin I had known before. He lives at Kansas City, and he was reported a very good man for the contract; and I have also known General Dodge for some time, and he is reputed to be a man of very considerable means.

Q. What was Mr. Cowen's and Mr. Commissioner Smith's statement in reference to Mr. Wilder's ability to carry out any contract that he

might take under the Government?—A. I recollected Mr. Smith particularly stating that he had been living in the neighborhood there, and had had transactions with him, and that he was a very energetic man, who had fulfilled, to the great satisfaction of the Government, contracts with the Army.

Q. From whom did the suggestion come that it would not be well to award the contract for beef-cattle for all those Missouri agencies to any one man?—A. My impression is that General Cowen made the suggestion, as I stated before.

Q. Did the Commissioner of Indian Affairs, as well as the board, agree that that was the best policy?—A. Yes, sir; it was agreed that that was the best plan, because if any one of the three failed the other would have cattle to supply the deficiency, and so the Indians would not suffer.

Q. Do you remember who got the contract for beef-cattle at the Blackfoot agency at Missouri Territory?—A. I do not.

Q. Do you remember whether there were any lower bidders than those men to whom it was awarded?—A. I do not. As I mentioned before, I did not know any of those parties, and I was governed by knowledge derived from gentlemen present who knew them.

Q. Do you remember to whom the contract for bacon at the Crow agency was awarded?—A. No, sir.

Q. Do you remember whether there were any lower bidders?—A. I have no recollection about it at all. In all those matters we were governed greatly by the character of the party and the certainty of delivery.

Q. Were there any specimens of bacon exhibited?—A. They never exhibit bacon. It is not required in the advertisement.

Q. Does your recollection serve you as to who got the contract for beef at the Milk River agency?—A. No, sir.

Q. Do you know who got the contract for transportation from the Cheyenne to the Red Cloud agency?—A. Yes, sir; it was Mr. McCann.

Q. Do you remember the rates at which it was awarded to him?—A. No, sir.

By Mr. BUTLER:

Q. Those contracts which Mr. Adams interrogated you about for beef and flour to be delivered at the various agencies that have been mentioned, did the Indian commission, as it is called, sanction and agree to those contracts made by the Indian Department?—A. I think so. I heard, but I do not know myself, that there were probably some changes made afterward, but when the awards were made there at the time, I think they were unanimously agreed to.

By Mr. RAINEY:

Q. Was it usual for your board, debarring all other consideration, to indorse the awards to the lowest bidders?—A. If we knew nothing in opposition to the lowest bids. Sometimes there were bids made so low that they were not confirmed.

Q. Did your board never take into consideration the responsibility of the party to carry out the contract faithfully?—A. Yes, sir; the lowest and last bidders was what we called for. We sometimes had bids made at below what the goods could be furnished for, and sometimes when awards were made to such bidders the supplies were not furnished, and that was taken into account in making the awards.

By Mr. LAWSON :

Q. Were there not bids put in for beef and flour contracts by persons whom you ascertained were irresponsible?—A. I do not recollect now.

Q. Was it the habit of the board to inquire into the responsibility of parties who made bids?—A. Yes, sir; so far as we could get information.

Q. You don't recollect finding out whether any of them were irresponsible?—A. In former years we found that there were bids put in, but there was no address given in New York, where we could ascertain anything about the bidders. We were desirous always of knowing whether the party was responsible, whether the bid was *bona fide*. In former years we found that bids were put in and the persons could not be found, and then we had to make the awards over again. The bidders were people living at a distance, who had no means of satisfying us in New York, where we were of their responsibility.

Q. Did any case occur during these two fiscal years, when all the bids were rejected?—A. I do not know. I have been on this commission for several years, and I do not just recollect the dates, but it occurred more than once that the party making the lowest bid was not able to satisfy us of his responsibility.

Q. And that was regarded as a good ground for rejection?—A. Yes, sir.

By Mr. HARRIS :

Q. You say that in some instances bids were given which were so low that you rejected them; why did you reject bids which were in your judgment so very low?—A. Where we could not find that the party was responsible to carry them out, and where it was evident that the bid was one which was not intended to be carried out.

Q. So you exercise the right to judge by the offer, whether it was a *bona fide* bid or whether, if awarded, it could be carried out?—A. If the party was responsible, no matter how low the bid was, we would take it, but the advertisements were understood to be for the lowest and best bidder, and in these Indian affairs it is very important that the parties with whom you contract shall be able to carry out the contracts fully, because the places at which the deliveries are to be made are so remote that probably you cannot remedy a failure in time.

By Mr. LOWE :

Q. Is there or not a special necessity that these Indian contracts should be carried out promptly, at the time and place provided, with a view of meeting the necessities of the Indians, and having no failure in the delivery of supplies at the time and place required?—A. That is what we always had in view.

By Mr. RAINEY :

Q. The bids submitted last year, were they generally higher or lower than those submitted a year previous?—A. I think our report states that.

By Mr. COMINGO :

Q. Is it not advisable from an economical standpoint to let those contracts to the lowest bidder by sealed proposals as is ordinarily done, in preference to letting them privately?—A. O, yes.

Q. What do you think would be the difference; what is your estimate of it?—A. I could not form any opinion of that; but, where there is

competition in that way, people will bid lower than where they go to make a contract direct.

Q. You think it always advisable, then, to let these contracts by sealed proposals when it can be done?—A. Yes, sir. As an illustration of that, in bidding for a very large amount of prints, some two years ago, an offer was made for a class of standard prints, and Mr. Farwell, a member of the purchasing committee, and a large merchant, said the offer was a cent lower than he could buy them, and that he would be very glad to buy any quantity of them at that price.

By Mr. ADAMS :

Q. I was asking you, when I was interrupted, about the contract from Cheyenne to the Red Cloud agency ; were there not lower bidders than Mr. McCann ?—A. Yes, sir.

Q. Do you remember their names ?—A. Mr. Middleton was the lowest.

Q. Why was his bid rejected ?—A. Well, he was not engaged in the business. He was, I believe, a lawyer or claim-agent in Washington, and the condition of the Red Cloud land was such that the contract for them was the most important to us of any. We had been trying several years to get them to move. They were located on the Platt where the whites were on the other side of the river, and they were very much corrupted, and the Government had been trying to get them to move farther out ; and it was very important that their supplies should be delivered without failure. They were located about thirty or thirty-two miles below Fort Laramie, on the Platt River ; and on the other side the settlers in Wyoming lived, and it was very injurious to the Indians. Whisky was taken in and provisions were traded with the settlers ; and it was desired to get them farther away, so that they could not be further contaminated. It was, therefore, very important that we should be sure that the supplies should be delivered without fail ; and Mr. Middleton not being engaged in the business at all, and living in Washington, he would merely have had to employ freighters out there whom we did not want to rely upon.

Q. Did Mr. Middleton have bondsmen who guaranteed that he would execute the contract ?—A. I think that some gentleman stated that the bondsman that Mr. Middleton said was associated with him did not stand well in view of former contracts.

Q. Do you know who it was that made that suggestion ?—A. I think that some of the gentlemen who had been up in that Indian country made it. I think Mr. Brunot was with us at the time ; at all events I know that it was talked of, and Mr. Farwell, I think, said something about it. The suggestion was that they were satisfied that contract had been made by him in Montana, in collusion with the then superintendents and agents, which were fraudulent.

Q. Was that man you refer to Mr. Black ?—A. Yes, sir.

Q. Was he one of Mr. Middleton's bondsmen on that contract ?—A. I think so, though I am not sure. He stated, I think, that he was a partner of his.

Q. What was the objection to Mr. Hecht and Mr. Maas, who were lower bidders ?—A. In regard to them I recollected that they were a trifle lower, but General Cowen said that he knew Mr. McCann, and as there was only about two or two and a half cents difference per hundred miles if my memory serves me, it was thought better, as General Cowen said that he knew Mr. McCann, and that he was a man of ability and en-

gaged in the business, and perfectly reliable, to give the contract to him rather than pass it over to them for so small a difference.

Q. Did any of the commission profess to know that Mr. Hecht would not perform the contract?—A. No, sir; they did not profess to know it, but, as I have said, we wanted to be sure, and as General Cowen said he knew Mr. McCann, and recommended him as a reliable man and a man of ability, who understood the business, it was thought best to give it to him.

Q. What was the objection to Mr. George Marshall?—A. He had been awarded a contract from Fort Randall, and it was thought that to give a man two contracts about four hundred miles apart, north and south, would not be for the interests of the Government. We had awarded him one from Fort Randall, which he did not comply with.

Q. But you didn't know then whether he would comply with it or not?—A. No, we did not; but we wanted this Red Cloud contract particularly carried out, and as we had awarded him another contract four hundred miles to the north, we thought it would not be well to rely upon a man for fulfilling two contracts to points so remote from each other.

Q. Did not Mr. Marshall come with ready authenticated papers from men of responsibility vouching for his responsibility?—A. We thought so.

Q. Why was he thought to be sufficiently responsible to have one contract awarded to him but not sufficiently responsible to have another contract?—A. Simply because there was four hundred miles of Indian country between the two points, and we thought the Government would be better served by giving him one contract than two, at points so far apart.

Q. Was not Mr. Wilder given a number of contracts at different points?—A. I don't remember that he was given any except by order.

Q. Was he not given contracts for various points by order?—A. Yes, sir; but those were on the river. The contracts for all the posts on the river are always given together, because the boat goes on from point to point, landing at the different posts, and the transportation by river is nearly always given to one party.

Q. Did you ever learn the reason why Mr. Marshall refused to execute the contract to Whetstone?—A. No, sir. When the matter goes through I go home and have no more knowledge of it.

By Mr. BUTLER:

Q. You stated that the condition of the Red Cloud bands was such that you were very anxious to contract with some one that you were sure would carry out the contract strictly?—A. Yes, sir.

Q. Did your board sanction the contract with Mr. McCann to supply that agency?—A. Yes, sir.

Q. And, if I understand you rightly, you stated that the reason you did not give Mr. Marshall the contract was that you had awarded him another contract for a point about four hundred miles away?—A. Yes, sir. From Fort Randall to Cheyenne is, I think, about four hundred miles, north and south, through an Indian country.

Q. And you thought it would be for the interest of the Government not to award him another contract?—A. Yes, sir; not to award him more than one.

Q. And the contract which you made with Mr. Wilder was on the river, where the boat could land the supplies at different points as it went along?—A. Yes, sir; that is always the usage in the river transportation. As the boat lands at different places she lightens, so that

she can get along in the upper parts of the river just about as well as below with a heavier load.

Q. You say that Mr. Marshall did not comply with his contract that he had got?—A. I have learned that he did not.

Q. Do you know whether Mr. McCann complied with the contract that he got?—A. I have seen some statements, but I know nothing about it myself. When we got through with awarding the contracts, I went home and I have not been in communication with the Department since, but when I came on here at our meetings these things are discussed, and I have heard something there.

By Mr. HARRIS :

Q. Is it not true that a man taking a contract for river transportation would do it much cheaper if he had all the agencies to supply than he had only one?—A. O, yes, sir ; none of them would take it for one, hardly.

By Mr. GIDDINGS :

Q. Do you know anything about the manner in which these contracts are executed, whether or not the articles are delivered according to the contract?—A. I have no means of knowing, but I presume that it would be reported that they were not.

Q. You have not visited the agencies to inspect the goods?—A. I was up once at the Red Cloud agency, at Fort Laramie, and the goods were all right. I had the invoice and compared the articles with it. That was some four years ago—the first deliveries to Red Cloud. Mr. Brunot and myself were there.

By Mr. W. H. SMITH :

Q. Did Mr. Pleas, of Leavenworth City, bid for a beef contract out at either of those lettings that you have referred to?—A. I understand that he did. I have no personal recollection of it, there were so many bids put in, but if he did bid, I think he was one of those who bid not designating the cattle, if he did bid.

Q. What was the reason that his bid was rejected?—A. I don't recollect.

Q. Did a Mr. Dawson bid?—A. I don't recollect.

Q. If Mr. Dawson bid, and his bid was rejected, state for what reasons it was rejected.—A. I have no recollection at all about it. When the bids were presented we acted upon them, and there were a great number, and it would be impossible for me now to recollect the several bids.

Q. Was an inspector appointed to inspect the flour and bacon as delivered? If so, by whom was he appointed?—A. I know of one only. The Commissioner of Indian Affairs wrote to me to select one from Kansas City, and I recommended a gentleman that I had known a great number of years there, and he was appointed, and I think he acted. His name was Threlkeld.

Q. Is it the duty of the Board of Indian Commissioners to inspect and examine the goods that are purchased for the Indian service?—A. I don't know as it has been so considered. One year, I know, we selected a commissary of the Army. He applied for it and Mr. Stuart telegraphed to the President to ask to have him delegated for that duty, and a very capable gentleman he was. Another year I was asked by the then Commissioner to select one at Council Bluffs or Omaha. I made inquiry from the same gentleman, who had then retired from the Army, and he recommended another one, a member of the commissary there, but he

declined to serve. They looked upon it in this way : that if they do not favor the character of the flour, they make an enemy of the contractor. This gentleman declined serving, and I don't know who was obtained. I live so far from any of these places that I don't know personally the parties to select.

COMMITTEE ON INDIAN AFFAIRS.

May 7, 1874.

B. F. WALTERS, clerk at the Red Cloud agency, a resident of Mifflintown, Pa., 31 years of age, sworn and examined :

By the CHAIRMAN :

Question. This committee is charged with the duty of examining into alleged frauds, unfairness, and irregularities connected with the affairs of the Indian Department for the fiscal years 1873 and 1874. If you know anything pertaining thereto, anything that would lead to proving such frauds, irregularities, or unfairness, please state it.—Answer. I am not aware of any that I am personally acquainted with that took place about the agency, except some irregularities in the issuing of provisions to the Northern Indians during last fall when we were very much troubled and annoyed by them.

Q. State, in the first place, whether you do know of any irregularities, unfairness, or frauds ?—A. I know of no frauds being committed.

By Mr. ADAMS :

Q. How long have you been clerk at that agency ?—A. Since the 9th of February, 1874.

Q. How long have you resided at the agency ?—A. Since the 23d of July, 1873.

Q. What connection, if any, had you with the agency before you were appointed clerk ?—A. I was store-keeper and issuing-clerk.

Q. What are the duties of the clerk and what the duties of the issuing-clerk and store-keeper ?—A. The issuing-clerk receives his roll from the chief clerk, and the list of Indians that he is to issue to, every 7 and every 8 days—two 7-day issues and two 8-day issues. The lists were left there by Dr. Daniels, and as issuing clerk I am not personally in contact with the Indians.

Q. What are the duties of chief clerk ?—A. The agent, in company with the chief clerk, through his interpreter, gets the list of the Indians that are at the agency in their different bands ; and before the troops were there the agent was compelled to take the number that the Indians gave in.

Q. We are now asking what were the respective duties of the issuing-clerk and of the chief clerk.—A. The chief clerk has charge of all papers and documents in the office, and the issuing-clerk receives his orders from the chief clerk in the distribution of the supplies of cattle.

Q. Do you know the distance from the Red Cloud agency to Cheyenne ?—A. The distance has been measured since the troops were there, by an odometer ; but I heard Lieutenant Ray, the quartermaster, say that it didn't measure quite right ; that, often going over a little hill or a route, it would skip, and the spring would fall back. He made it 182 miles.

Q. Was the distance as ascertained by that measurement over the route traveled usually by freighters to your agency ?—A. No, sir ; it

was a new road that the military made themselves—altogether a new road.

Q. Is that route longer or shorter than the other?—A. In the opinion of the military it is much shorter.

By Mr. BUTLER :

Q. How much shorter?—A. I don't know, sir, as the other route has not been measured.

Q. Do you know what officer it was that measured the route?—A. Lieutenant Ray, acting assistant quartermaster for General Smith's command.

Q. What number of Government employés have there been at the agency during the year?—A. Thirty-two to forty; the last report of the employés, if I remember distinctly, was thirty-two.

Q. What do they do there?—A. They have a corral-master who has charge of the stock and forage. His name is Martin Gibbons. Then there is a butcher, and I think there are seven herders. They have charge of the agency herd. We have four night-watchmen, who were employed more particularly before the troops came there, to guard the agency; we have probably 15 laborers to work around the agency, doing hauling and different things; we have 2 night-watchers and 1 store-keeper at Cheyenne; we have 2 interpreters at the agency, a Cheyenne interpreter and a Sioux interpreter. That constitutes pretty near all the employés except the store-keeper at Red Cloud and the chief clerk.

Q. How are the employés at the agency fed—out of the Indian supplies or otherwise?—A. They are fed from the Indian supplies.

Q. Is there any account kept of supplies used by employés separately from that of the supplies delivered to the Indians?—A. Yes, sir.

Q. In making the returns to the Indian Department, are the Indian supplies all treated as having been delivered to the Indians, or part of them as delivered to the employés?—A. We have a return of provisions issued to the Indians, and a return separately of provisions issued to the employés.

Q. Was there any herd kept at the agency during the month of October last?—A. I don't remember the date that the herd was discontinued. I am not able to say positively. I think there was a herd kept by the agent, though I am not positive.

Q. Has the custom of keeping a herd by the agent been discontinued?—A. It was during the winter, as the agent thought it best to make but two issues a month, and they were supplied by the contractor.

Q. Do you know anything about any receipt having been given previous to the delivery of cattle by the contractor?—A. I know nothing of it officially. I have heard the agent, Dr. Saville, say that he had given a receipt a few days before receiving the cattle, preparatory to coming to Washington.

Q. Did he state what number of cattle he had receipted for?—A. Not to me.

Q. Have you any means of knowing what number of cattle he receipted for before he delivered the cattle?—A. No, sir. I have no means of knowing, except by the beef-receipts, and I don't know whether he received more or less than he receipted for.

Q. Do you know what month it was in which he gave that receipt before the delivery of the cattle?—A. I think it was in November.

Q. What means had the agent of ascertaining the weight and size of the cattle when they were not there? How did he know how to make

up his receipt? Have you any information upon that subject?—A. No, sir.

Q. To whom did he receipt?—A. A. H. Wilder.

Q. Do you know whether the cattle for which that receipt was delivered were actually delivered at any subsequent time?—A. No, sir; I don't know anything about it.

Q. Do you know how the weight of cattle is ascertained at that agency—what has been the custom?—A. We have had a pair of scales there for some months back to weigh the cattle, live weight.

Q. Have cattle been weighed in all instances since you have been at the agency?—A. Before the scales were put up, there were 10 or 20 cattle weighed for an average.

Q. Who determined what cattle were average cattle and what were not?—A. I think it was left to the butchers to select average-sized cattle.

Q. How was the weight of those cattle which were regarded as an average, ascertained?—A. I believe that I did all the weighing until the large scales were put up, and the cattle were weighed on Fairbanks small scales, 10 to 20 head every issue.

By Mr. HARRIS:

Q. How did you weigh them on the small scales?—A. The small scales will weigh from 1,100 to 1,200.

Q. About what time was your large scale put up?—A. Probably about the 1st of November.

Q. Then, I understand you to say that, prior to that time, all the cattle were not weighed, but only such as were regarded as an average?—A. Yes, sir; that is right.

Q. Do you remember the average weight of the first lot of cattle which were weighed after the erection of your large scale?—A. No, sir.

Q. Was the lot or lots of cattle which were delivered during the month of November an average in point of size with those that had been previously delivered?—A. I don't remember exactly. They were all very fine cattle. They may have averaged 40 or 50 pounds more, or that much less, and I would not have noticed it.

Q. How is the number of pounds of freight delivered by any contractor ascertained at that agency?—A. It is ascertained by weighing the parcels as they are received. We don't weigh everything; we never weigh the flour, but simply count the number of sacks. We have weighed it a number of times, Dr. Saville and I, and we have found that the weight was about right as it was on the sacks.

Q. How do you ascertain what amount of freight has been delivered—how do you know what kind of a receipt to give?—A. Everything is weighed except flour, I believe, with the exception of a couple of times that we were not able to weigh on account of the Indians being in such force around there. During the greater part of the fall our supplies were short, and the Indians were particularly anxious to get them, and the goods happened to come in on issue-day, and we were not able to stop issuing to weigh the goods. The parcels were always counted, though, and in several instances that I know, when they fell short they were made up; I don't know of all cases because it was not my business at that time.

Q. Did you ever have any instructions from the agent to the effect that you need not weigh any portion of the freight delivered?—A. No, sir.

Q. Can you approximate the quantity of supplies that was delivered

at the two times that you refer to, when there was no weighing done?—
A. No, sir; I don't remember the gross amounts.

Q. Do you remember the character of the supplies that you failed to weigh on those two occasions to which you refer?—A. I believe they were both bacon—pork.

Q. Was that before or after the erection of your large scales?—A. The large scales are erected about a mile from the agency.

By Mr. HARRIS:

Q. You don't use the large scales, I suppose, for weighing supplies?—
A. No, sir; just for cattle.

By Mr. ADAMS:

Q. How long would it have taken to weigh the supplies that were delivered without weighing on the two occasions to which you have referred?—
A. It would have taken 5 or 6 hours to have weighed each train-load.

Q. How many pounds were your scales capable of weighing?—A. Well, we were able to pile on 4, 5, and sometimes 6 sacks of bacon at a time.

Q. Do you know anything about any cattle having been turned back into the herd of the contractor after having been received for by the agent?—A. Mr. Bozler told me that he had received 300 or 400 head from the agent during the stampede.

By Mr. LAWSON:

Q. Who is Mr. Bozler?—A. He represents A. H. Wilder, who delivers the cattle.

Q. Were those cattle subsequently returned to the agency?—A. Mr. Bozler told me that so many were taken off his receipts.

By Mr. ADAMS:

Q. You have no information upon that subject aside from what Mr. Bozler told you?—A. No, sir; nothing official.

Q. I am asking you for your own information, whether it is official or not.—A. Well, what I say I got from Mr. Bozler is not official, and I don't know whether it is a fact or not.

By Mr. COMINGO:

Q. Did this conversation, in which Mr. Bozler stated that those cattle had been taken off his receipt, occur at the same time that he told you that he had received back some of the cattle?—A. No, sir; probably six weeks afterward.

Q. How did he happen to tell you that he had received back a part of the cattle?—A. Well, I think I was figuring up one day how many cattle we had received and issued, and he always keeps a memorandum account of the number of that Dr. Saville gives to him.

Q. At that time he said nothing about having had these cattle taken off his receipt?—A. No, sir; not to me.

Q. How did he happen subsequently to mention it?—A. Well, he was in the office there with me, and I was figuring on the cattle, and he just told me that he had returned so many to Dr. Saville, or that he took them off.

By Mr. HARRIS:

Q. Upon what ground?—A. That during the stampede they came to his herd, and he gave Dr. Saville credit for them on his account.

Q. Did you know about the stampede?—A. I just heard the employes say there was a stampede. The herd was kept at a distance from the agency, and I never was there.

Q. Then you don't know about the stampede, of your own personal knowledge?—A. No, sir; not personally.

By Mr. LAWSON :

Q. In a stampede of cattle a certain number left the herd which belonged to the agency and went into Wilder's herd?—A. Yes, sir.

Q. And afterward Wilder gave credit to the agency for the number of cattle that had stampeded into his herd?—A. For the number that came to his herd.

By Mr. HARRIS :

Q. That is to say, he returned that many to the agent?—A. No, sir; that number were taken off his receipts.

By Mr. SHANKS :

Q. How did they know what weights to take off in that way?—A. I don't know; sometimes Mr. Bozler would deliver cattle and not get the receipts for a few weeks afterward, and he and the agent would fix it up when they would come together.

By Mr. ADAMS :

Q. Were you there when the stampede occurred?—A. I was at the agency, but the herd were kept a few miles off, and I just heard the employés speak of the stampede, and I heard Dr. Saville say that he had lost some cattle.

By Mr. COMINGO :

Q. What year was that?—A. In 1873, in the fall; October or November.

Q. Were those cattle stampeded after they had been received by the agent?—A. They were held by the agency herder, but I don't know whether they were receipted for or not.

Q. How many of those cattle were ultimately recovered?—A. All were received and issued but 67 that were lost.

By Mr. HARRIS :

Q. That is as your accounts show?—A. Yes, sir; we have reported 67 lost by the stampede; the others are all accounted for so far as I know.

By Mr. LAWSON :

Q. What are we to understand by their being "lost;" that they went off into the country?—A. We never had any account of them. We could not find them, and we reported them as lost. I believe the agent explained it to the Indian Commissioner. He said they were killed by the Indians, I believe.

Q. Are you satisfied that they were killed by the Indians?—A. I don't know anything about it.

By Mr. HARRIS :

Q. Were they stampeded by the Indians?—A. They were stampeded by a storm and the Indians too, probably; I don't know anything, officially, about it.

By Mr. COMINGO :

Q. Did the whole herd stampede?—A. I think there were 500 or 600 that left and went through the country.

Q. Did the whole of the herd that was at that place stampede or only part of it?—A. I don't know.

Q. You say there were 500 or 600 that did stampede?—A. So I have been told.

By Mr. ADAMS:

Q. When do you say that the agent quit keeping a herd?—A. It may have been in November or it may have been in December, I don't remember exactly, but probably the Commissioner of Indian Affairs could give you that information; the agent reported to the Department at that time.

Q. Are there no herds kept there now?—A. Yes, sir.

Q. For how long a period did they cease to keep herds?—A. From November or December until the 15th of April.

Q. Was the agent able to deliver the cattle, whenever the agent needed them for the Indians, during that time?—A. He issued but twice a month during the time that no herd was kept, and the contractors, I believe, were required to deliver cattle twice a month.

By Mr. LAWSON:

Q. And the issues were made to conform to the days of delivery?—A. Yes, sir.

By Mr. ADAMS:

Q. Then there were only two issues made in a month?—A. Two, I believe.

Q. Were the cattle delivered to the Indians on the hoof or were they butchered?—A. They were delivered to the Indians on the hoof, out of the corral.

Q. What did the butcher do there then?—A. There are a great many half-breeds and Indian women living about the agency, that the agent kept a butcher for.

By Mr. HARRIS:

Q. Where is Agent Saville from?—A. Sioux City, Iowa.

By Mr. ADAMS:

Q. About how many cattle are delivered to the Indians at one issue?—A. We have issued from 185 to 399 at one issue; the number will vary from 185 to 220, '30, '40, or '50, and up to 399, which was the largest issue made.

Q. There are issues made, you say, twice a month?—A. Twice a month from the time that the agency-herd ceased to be kept until it was organized again. When we kept the herd we used to issue four times a month, every seven and every eight days, respectively, and after we discontinued the herd we issued but twice a month, every fifteen days.

Q. If you issued for fifteen days at a time how did it happen that the number of cattle you delivered to the Indians varied so much at different times?—A. When we first came to the agency, in August, 1873, there were but 9,000 or 10,000 Indians there, and we issued to them 185 beeves; then they commenced coming in, and the number increased to some 16,000, I believe, as the agent reported, and our beef-issues increased accordingly, and when the fifteen day issues came they received almost twice as much beef as before, at each delivery.

Q. Do you know anything about the actual number of Indians there?—A. No, sir, not now; but when I left the agency I did; that was the 22d of April: the agent and I had just finished enumerating them; the number was 6,000.

Q. You speak of the number of Indians during the winter; was there an enumeration made at stated periods?—A. No, sir.

Q. Then how do you know there was an increase?—A. We were compelled to take the statements of the Indians.

Q. Then you had no means of knowing whether the number was as large as 16,000 or not?—A. No, sir; we never had. Dr. Saville and I tried to count them a number of times, and we were sent back to camp. An Indian met us and was going to shoot the doctor's horse, but he said that as the doctor had been a good friend of his he would spare him, but he told us to go back to camp, which we did.

Q. You made two efforts to enumerate them?—A. The doctor set two or three days or times to enumerate them, but he was baffled and never did anything until the troops came, or about that time.

Q. When did the troops come?—A. About the middle of February.

Q. Did he make an enumeration soon after the troops came?—A. He enumerated them, I think, some time in April.

Q. By that enumeration what number of Indians requiring subsistence was there found to be at the agency?—A. 6,000 Indians. It took us a couple of weeks to make the enumeration. They were constantly coming in, and the men were not always there; they were out hunting around.

Q. From the time the troops arrived, in the middle of February, until the latter part of March, was there any good reason why an enumeration might not have been made?—A. No, sir, I know no reason.

By Mr. SHANKS:

Q. Did you enumerate them by name?—A. We took the heads of families, all the male Indians that were married or unmarried, and of age, and they gave the number of wives and children.

By Mr. COMINGO:

Q. Were the families present, or did you take the statements of the heads of families?—A. About half the people were there; most of them came up with their women and a few of the children.

Q. You took their statements of the numbers of their families?—A. Yes, sir.

By Mr. ADAMS:

Q. Do you know anything about beef having been issued to the Indians in larger quantities than was necessary for their subsistence?—A. I think I can positively say that it was never issued to an amount more than what they required, or what they consumed. They may have eaten more because they got a little more, but it was all consumed by them; there was none wasted. I have been in their tents and have seen piles of bones where they had them boiled to keep them from starving. The Indians have a custom of subsisting on one family as long as they have anything to eat, and when their supply is exhausted they go to the next family, and they are continually making feasts from one issue-day to another.

By Mr. COMINGO:

Q. They are rather hospitable?—A. They are, in that way, and the peculiar thing is they will go to the eldest and most destitute first, and when the stock there is exhausted they go somewhere else.

By Mr. ADAMS:

Q. At what period did you issue to 16,000 Indians?—A. Through December and January, I think; I could not say positively without seeing

the papers at the agency; I could tell then exactly. We once issued to 2,400 lodges.

Q. Have you any means of approximating the number of Indians that were issued to for the respective months from the 1st of October up to the 1st of April?—A. No, sir, I could not say positively here. One month there were 2,400 lodges, and they got down then to 2,000 lodges, and the agent was continually cutting off the list and making it as small as he possibly could. But it was done without the knowledge of the Indians; and when they received supplies over the counter they were always growling about not receiving enough for the numbers they had given in.

By Mr. SHANKS :

Q. What becomes of the records of the agency; for instance, if an agent is removed does he leave the records for the new agent?—A. Dr. Saville said there was no record or papers of any kind left at the agency when he took possession; he so reported to the Commissioner. We had nothing to go by; no means of knowing what amount the Department had arranged to give the Indians, except a little pamphlet of Mr. Daniels.

By Mr. HARRIS :

Q. It was claimed by former agents that the papers were their vouchers, and they had a right to keep them?—A. I don't know anything about that, but Dr. Saville said they were not there.

By Mr. ADAMS :

Q. Do you remember what number of Indians you issued to during the month of October?—A. I think there were as high as 2,300 lodges.

Q. I am talking about the number of Indians.—A. We had no means of knowing; no person could tell anything about it; we just had to take the number of lodges that the Indians reported.

By Mr. LAWSON :

Q. Have you any idea of the number of Indians represented by each lodge? Is there a general average?—A. There is an average of seven, or supposed to be; but when we were counting them last fall, the Cheyennes and Arapahoes, we found 23 in one lodge, 24 in another, and 25 in another, and through the camp of the Cheyennes they averaged nine to a lodge.

Q. You say the general average is seven?—A. That is what the lodges are supposed to contain.

By Mr. ADAMS :

Q. Was there ever but one enumeration actually made since July, 1873?—A. Yes, sir, there were three distinct enumerations made.

Q. What were the dates of these enumerations?—A. I cannot tell exactly the dates; you can find them in the office of the Commissioner. We counted the Arapahoes and Cheyennes last fall, but we were not able to do anything with the Sioux until the troops came, and then what few Arapahoes were there and the Sioux footed up 6,000. It was easy to handle the Arapahoes and Cheyennes; they would bring their people up to the agency; but we never could count the families of the Sioux.

Q. Do you mean to say that during the entire year, beginning with July last, you have been issuing to Indians without knowing anything definite as to the number you were issuing to?—A. Up to the middle of April.

Q. What is the reason that you could not find out the numbers?—
A. Because the Indians would not allow it. The agent was not able to convince them of the advantage of it; they thought they were going to be cheated, and they would not allow us to go into their camps.

By Mr. HARRIS:

Q. Were you in any personal danger?—A. Yes, sir; by going into their camps we were in danger of being shot; you could not purchase me to go. Red Cloud proposed to take the agent and interpreter up to count his people, and he was stopped.

By Mr. LAWSON:

Q. I understood you to say that in issuing these rations you were governed by the representations by the head-men of the tribes?—A. Together so.

By Mr. ADAMS:

Q. While you don't pretend to remember the number of Indians to whom you issued for the different months respectively, you have, if I understand you, a distinct recollection that the number in December and January was larger than at any other time?—A. I think it was in December and January; they varied very much; I think it was in December and January that the number of lodges on our list footed up 2,400. That was the largest issue we ever had.

Q. Have you any knowledge of any receipts having been given at any time for a larger amount of cattle than was needed for the current necessities of the agency?—A. No, sir; I have not, I believe.

Q. What is the largest number of cattle that you have known to have been herded at any one time by the agent?—A. I don't know anything about how many he kept in his herd at any one time.

Q. What is the largest number of cattle that has ever been delivered to the agent at one delivery by the contractor; do you know?—A. No, sir; I don't know anything about it officially. The largest numbers were delivered in the months that I was not in the office; and therefore I don't know anything about it.

Q. From the latter part of November or December, and until the middle of April, during the period the agent kept no herds, what did the herdsmen that you have employed there do?—A. They were employed at different kinds of work about the agency. Sometimes they would go out and assist Mr. Bossler to bring in the cattle. He was short of hands. The Indians had stolen six or seven horses, which created a panic among his men.

Q. How far from his agency was the agency herd kept?—A. Nine or ten miles.

Q. How far was that from where Mr. Bossler, the contractor, kept his herd?—A. Twenty-five or twenty-six miles. It was about thirty-five miles from the agency to Bossler's herd.

Q. What kind of cattle were delivered? Were they Texas cattle, or native cattle?—A. I don't know whether they were Texas cattle or not; but Mr. Bossler said they were northern-wintered cattle—wintered north of Texas one winter.

Q. Does not the agent have some means of determining that fact except the mere statement of the contractor?—A. Not that I know of, unless it is by his own personal experience. I don't know anything about it.

Q. Do you know anything about any Indian supplies ever having been given or loaned to the contractor?—A. No, sir.

Q. I mean to the contractors who were employés of Mr. Bossler and

others.—A. No, sir; I do not. There never was anything given out, except that I gave out a piece of bacon once by the authority of the agent to a freighter who had been detained by a storm, and was 15 or 20 days coming from Cheyenne. That is all I know about. I handled a good many of the supplies, and I never saw any others given out.

Q. Was there a corresponding increase in the quantity of the other supplies issued to the Indians, as well as in the quantity of beef?—A. Yes, sir.

Q. What is the Bossler's name who is filling this contract for Wilder?—A. J. H. Bossler is at the agency the most.

Q. Are you personally acquainted with Mr. Bossler?—A. Yes, sir.

Q. Is he related to J. W. Bossler?—A. I don't know J. W. Bossler. I know J. M. Bossler. I know three brothers; probably the same men that you have reference to.

Q. Have you ever given to any one connected with the Board of Indian Commissioners a statement signed by yourself in reference to receipts of cattle, or in reference to weights of cattle?—A. Yes. I may have given a statement to Mr. Walker of the number of cattle received and the number of cattle issued by me. It was a statement of the number of cattle that I issued, and also of the number of lodges.

Q. What Mr. Walker is that?—A. That is a Mr. Walker who came out there last fall, and was said to have come from some Department here in Washington.

Q. Was the statement which you gave to Mr. Walker upon those subjects true?—A. Yes, sir; I believe it was.

Q. You were there on the ground at the time, and had access to all your books and papers, and were able to make a correct statement?—A. Yes, sir; of all the cattle that I issued.

Q. Your facilities for making a correct statement, when you were there upon the ground, and the transactions were all fresh in your mind, and when you had access to your books and papers, were better than they are here?—A. Yes, sir; better than they are here, and I gave him from my papers a statement of the number of cattle and lodges.

By Mr. LAWSON:

Q. I understand that the statement you gave him related simply to the work that you did yourself.—A. That is all, sir.

By Mr. ADAMS:

Q. How far from the agency are the troops located?—A. They are located right up against our stockade, and the business of the agency is conducted inside of the stockade.

By Mr. LOWE:

Q. You said, in reply to a question of Mr. Adams, that supplies were issued to employés, and that an account was kept of those supplies?—A. Yes, sir.

Q. Those employés, I suppose, are paid a compensation per month, are they not?—A. Yes, sir.

Q. These supplies that are issued to them, what account is kept of those issues in reference to their monthly compensation; are they charged to their account?—A. No, sir; they receive a certain compensation and the agent feeds them besides.

Q. The issue that is made to them out of the supplies, then, is in fact nothing more than rations?—A. That is it; it is not deducted from their pay.

By Mr. LAWSON :

Q. It is a part of their compensation?—A. Yes, sir; it is in connection with their pay.

Q. They are hired at so much per month "and found"?—A. Yes, sir.

By Mr. COMINGO :

Q. Do you remember about how many Indians were supposed to be there in August and September of last year? You stated that some time in January or December the number was estimated at about 16,000?—A. Yes, sir.

Q. How many were formerly supposed to be there?—A. When the agency was moved down to White River there were I suppose 11,000 Indians who came with it; that was the first of August, and they increased up to 16,000 during the fall.

Q. Do you know about the time the number was estimated at 16,000?—A. December or January.

Q. Was the number supposed to remain at 11,000 from the time of which you first spoke up to that time?—A. No, sir; every issue there were a few more Indians to feed.

Q. But the greatest number was supposed to be there in December or January?—A. Yes, sir.

Q. Since that time there has been a diminution in the supposed number?—A. Yes, sir.

Q. Look at that report of the special commissioners appointed by the Secretary of the Interior to examine the Red Cloud and Whetstone agencies, and state whether, in your opinion, it sets forth, on page 24, the issues that were made to those Indians from time to time.—A. No, sir; it does not.

Q. Does it not purport to?—A. [Reading:] "Number and weight of cattle received from August, 1873, to March, 1874." That embraces all that was received.

Q. You think, then, that that table represents the entire number of cattle received at that agency for all purposes?—A. I am not able to say without looking at the papers at the agency. From August until March 31 I don't remember the exact numbers.

Q. Did not your issues in the months of December and January, when there were supposed to be sixteen thousand Indians, necessarily exceed the issues at times when the numbers were supposed to be less?—A. They should have exceeded them.

Q. I find by that report that in September there were received 1,190,370 pounds of beef, and in October 1,347,986 pounds; while in December there were received only 975,865 pounds, and in January 914,072 pounds. How do you account for that discrepancy, and for the greater amount having been received when there were fewer Indians there?—A. We were not able to get all the cattle to supply all the Indians, and we had to divide them around the best we could, so as to satisfy the Indians.

Q. Did the amount of cattle or beef that was delivered to those Indians in December supply their demand?—A. I don't remember whether it did or not. I don't think it did.

By Mr. HARRIS :

Q. Had you cattle on hand then?—A. No, sir.

By Mr. COMINGO :

Q. When the sixteen thousand Indians were supposed to be there were any of them suffering for food after you had delivered to them all

the cattle that they were entitled to receive?—A. Well, they were always complaining; they never received enough; they were always asking.

Q. If 975,865 pounds of beef supplied the demands of sixteen thousand Indians, how does it happen that at a time when there were only eleven thousand Indians there were received 1,190,370 pounds of beef?—A. As long as we had the beef, or had access to it, they were always making demands upon the agents; but when they found out they were not able to get it they were as well satisfied as if they had received it. They had to be satisfied when they felt that the agent could not get it, or did not get it.

By Mr. ADAMS:

Q. Did the contractor always have on hand a quantity of beef ready to supply the demands of the agency?—A. I believe Mr. Bossler said that after the contract ran out he was not going to supply any more until he had authority.

Q. But before the contract ran out was the contractor ever called upon for any beef that he was not ready promptly to supply?—A. Yes, sir. He kept his large herd grazing on the Platte, and he would bring up what the agent thought would be enough for a month at a time; and sometimes the agent would call for more than the estimate would call for, and Mr. Bossler was unable to get them from the Platte in time.

By Mr. COMINGO:

Q. If the number and weight of cattle received at the Red Cloud agency in the month of September exceeded the number and weight received in January 177,304 pounds, what became of that excess received in September over the amount received in January?—A. It was issued to the Indians.

By Mr. LAWSON:

Q. Do the receipts of cattle in any one month represent the issue of cattle to the Indians in that month, or are there any left over from one month to another?—A. I believe there was a certain amount carried over from every month.

Q. Then the receipts during any month do not represent the issues during any month?—A. Not during the time that we kept the agency here.

Q. Then although the receipts in September may have been very large, yet the issues were not as large as the receipts, and some of those received in September may have been issued in December?—A. No receipts of September could have been carried over to December; there might have been some from October.

By Mr. BUTLER:

Q. I understood you to say that the reason you didn't give the Indians as much beef in January as in September was because you didn't have the cattle?—A. I think that is right.

By Mr. COMINGO:

Q. I believe you have stated that none of the cattle could have been carried over from September to December and January?—A. The cattle that were receipted for in September could not have been carried over to December and January; they would have been issued before that.

Q. Do you know of any cattle that were received in September having been carried over to October?—A. I cannot tell without examining our papers.

Q. If you had carried over any of your cattle from September to October, would those appear by your books to have been received in October? Would they appear as part of your receipts of cattle from the contractor in October?—A. No, sir.

Q. This tabulated statement purports to give the weight of the cattle received for the month of October as 1,347,980 pounds, according to your method of doing business; would that, if it is correct, represent the number of cattle actually received at the agency during that month?—A. I was not in the office and I don't know whether I could answer that question.

Q. Answer as to your mode of doing business?—A. Well, I think it would.

Q. Then state why you received more cattle in October, when there were supposed to be 11,000 Indians, than you received in January, when there were supposed to be 16,000?—A. When the agent had free access to his cattle the Indians were always making demands, and he was generally compelled to comply with their demands.

Mr. HARRIS. The question is, why did you receive more from the contractor?

The WITNESS. I am not able to say without it was that the agent was not able to get more cattle at that time; I believe the contract expired in January, and the contractor wanted some assurance before he would deliver any more.

Q. If the number of pounds of beef received in October was 1,347,980, was it all consumed at the agency, either by being distributed to the Indians or in the other ways in which supplies are consumed there?—A. I don't know, sir; I did not handle all the cattle; the agent often gave orders to the herders that I knew nothing about.

Q. If you received as many pounds of beef as that report shows, was it all consumed at the agency in the usual way?—A. Yes; I think it was.

Q. Then I come back again to the question. If you consumed that much beef in October, why did you consume less in January, when the number of Indians was greater?—A. I think I answered that when I said I think that Mr. Bossler told me, in the presence of Dr. Saville, the agent, that the contract had run out, the number of pounds that they were required to furnish at that time, and he would not furnish any more unless he got some authority for it.

By Mr. HARRIS:

Q. Suppose you received in the last half of the month of October 660,219 pounds of beef, and in the first half of the month of November less than half as much, 287,000 pounds, would that enable you to say whether a portion of the supply for October was used in November?—A. No, sir; part of those 660,000 pounds may have been held in the agency-herd.

By Mr. BUTLER:

Q. At the opening of your examination you stated that the agent told you that he had receipted for some cattle before they had arrived?—A. Yes, sir.

Q. Did he say why he had done so?—A. He was preparing to go to Washington then, and he said that Mr. Appleton had asked him to receipt for some cattle, and receive them before he went away, in order that we could do the issuing and keep the Indians quiet.

Q. Were the cattle delivered before he left?—A. I never saw any

cattle delivered while the agency-herd was kept. They were kept ten miles out.

Q. Did he state to you that the cattle were all delivered according to the receipt he gave?—A. No, sir; he did not.

Q. And you don't know whether they were or not?—A. I do not.

By Mr. HARRIS :

Q. Didn't you get some official information of the amount of these cattle?—A. No, sir; in October I was not in the office.

Q. But you kept an account of the delivery?—A. I kept an account of the amount that I delivered to the Indians.

Q. You issued the whole, didn't you?—A. No, sir; the doctor often gave orders on the herd that I knew nothing about, and to Mr. Bossler when Pawnee-Killer and Little came for the South Platte hunting.

Q. Then the Indians took some of the cattle on the hoof; they were delivered from the herd?—A. They may have done so; I don't know. I know the doctor gave a great many orders on his own herd, and also on Mr. Bossler's herd, between issues.

Q. Were not scales put up immediately after the removal of the agency?—A. No, sir; not for some time after.

Q. Why were they not?—A. I am not able to answer why he didn't put them up at once.

Q. They were put up soon after you went there?—A. I was there when the agency was moved to the new site, and they were not put up for some weeks or months, and I don't know why he didn't put them up.

Q. What was the quality of the beef that you had to eat?—A. Very good indeed, first class.

Q. What kind had the Indians to eat?—A. The same kind.

Q. How far is your agency from the Spotted Tail agency?—A. It has not been measured; some people say that it is 45 miles, and some say that it is 50 miles.

Q. Was there any time you felt that you were dealing out rations of beef to Indians from the other agency; did those other Indians come in to get those rations from your agency?—A. I don't know; I could not tell.

Q. Have you been there more than one year?—A. I have not been there a year yet.

Q. Then you don't know whether it is the custom for the Indians to come in in larger numbers in the winter than in the summer?—A. I don't know, except that when I came there in July there were not near so many as there were in January.

Q. Were you under any apprehensions of violence from the Indians before the troops came there unless you complied with their demands?—A. Yes, sir; we were very much afraid from the way they would come there; they came around in a very insulting manner, with their guns loaded, and they have often gone behind the counter and taken what they wanted.

Q. So that, when you were delivering, before the military came there, you delivered in accordance with the demands of the Indians rather than according to your own best knowledge as to their numbers?—A. Yes, sir; we were compelled to accede to their demands, however unreasonable they were, to a very great extent. If an Indian came in and said that he had fifty lodges, we had to issue for them; that was the best we could do.

Q. When did the troops arrive?—A. On the 20th of February.

Q. Before they arrived, or at the time they came, was there any diminution of the number of Indians?—A. At the time they came, or a few days before, when the Indians found out they were coming, the Indians left the agency in large numbers.

Q. To what number did that reduce the Indians?—A. 6,000.

Q. Then you lost 10,000 Indians?—A. Well, there may not have been 16,000 Indians there before the troops came; they were always coming and going—hunting around.

By Mr. COMINGO:

Q. You were acquainted with the contractor, Mr. Wilder?—A. I never saw him.

Q. Did he at any time, within your knowledge, fail to deliver at the agency the number or quantity of cattle that he was required to deliver by his contract?—A. I don't know anything about the contract, and I am not able to state.

Q. Do you know of his having failed to deliver the quantity of beef that he was required by his contract to deliver?—A. No, sir; I don't know.

Q. You never heard any complaint of his having failed to comply with his contract?—A. No, sir.

Q. So far as you know, then, he, each month, delivered the quantity of beef that he was required to deliver by his contract?—A. As far as I know.

By Mr. HARRIS:

Q. But yet you say that at certain times in January and February he did not supply sometimes as much as you wanted?—A. I believe he did not at that time.

By Mr. ADAMS:

Q. When you receipted to the contractor for cattle, for what period was the amount receipted for expected to supply the demands of the agency?—A. I don't know when the receipts were given; I never gave a receipt.

Q. Even though you did not give receipts, you knew something about the receipts of cattle at the agency?—A. Sometimes the agent would send for cattle without my knowing anything about it.

By Mr. HARRIS:

Q. Delivering cattle to the agency and taking them from the agency herds were two different things?—A. Yes, sir; they were done at two different periods.

Q. You don't pretend to know anything about delivery by the contractor to the agent; you had no charge of that?—A. No, I never saw them until they were issued to the Indians.

Q. You had no charge of receiving the cattle from the contractor?—A. No, sir.

Q. All you know about is the delivery of the cattle to the Indians?—A. Yes, sir.

By Mr. ADAMS:

Q. Although you had not special charge of the delivery by the contractor, you had an opportunity of knowing something in reference to delivery of the cattle by the contractor at the agency?—A. I had no means of knowing when the agency herd was kept; we would just send out to the herder for so many cattle, and if they were there they were brought in.

By Mr. HARRIS :

Q. The agency herd was between the agency itself and the herding ground of the contractor ?—A. Yes, sir.

Q. The contractor's herding-ground was 35 miles from the agency, and your herding-ground was 10 miles ?—A. About 10 miles.

Q. So that the cattle did not have to go to the agency to be delivered by the contractor ?—A. No, sir.

By Mr. ADAMS :

Q. What do you say was the name of the man who had charge of the herd, Gibbons ?—A. He was the corral-master ; during the time that we had the herd last fall it was in charge of George Anderson.

Q. Where is he ?—A. He is discharged.

Q. Do you know where he is ?—A. I saw him once since he was discharged ; it was in November, I think.

Q. Do you know anything about any corn delivered at the Red Cloud agency last fall ?—A. Yes, sir.

Q. Do you know what quantity was delivered, and at what time ?—A. I could tell exactly by the documents.

Q. What was done with it ?—A. It was issued to the Indians, and some issued to the corral-master for forage, and it was so reported.

Q. Who was the contractor for the delivery of that corn ?—A. D. J. McCann was the contractor for delivering the supplies.

Q. For delivering the supplies, or for transportation ?—A. O, probably for the transportation.

Q. Do you know who was the contractor that delivered that corn ?—A. No, sir ; I do not

Q. The corn that was delivered, if I understand you, was used in part for the subsistence of the Indians, and in part for the feeding of stock that was in the corral ?—A. Yes, sir.

Q. What proportion of it was used for subsisting the Indians, and what proportion for feeding the stock ?—A. The corral-master received about 9,000 pounds and a quarter, and the Indians may have received 150,000 pounds.

Q. What did the Indians do with the corn ?—A. I don't know.

Q. Had they any mill there ?—A. No, sir.

Q. Haven't you any idea what they did with it ?—A. I have an idea. I think they ate most of it.

Q. You have no means of knowing how they prepared it ?—A. No, sir ; I have been in their lodges at a great many feasts, but they have never served up any corn ; it was always dog.

Q. Where were you when you were first invited to come before this committee ?—A. I happened to have some business in Cheyenne when the letter or telegram arrived, and I came from Cheyenne on here.

Q. Did you come from Cheyenne directly here ?—A. I came from Cheyenne to my home in Juniata County, Pennsylvania, and stopped there two nights, and then came here.

Q. Since you left Cheyenne have you had any conversation with any of the Messrs. Bozler in reference to the objects and purposes of your visit here ?—A. No, sir ; I talked with them in reference to my visit here, but they didn't know anything about it ; at least, that is the conclusion we arrived at.

Q. Which of them did you talk with ?—A. J. H. and J. M. Bozler.

Q. Where did you meet with those gentlemen ?—A. At my home.

Q. Is that Mr. Bozler's home ?—A. No, sir ; his home is in Carlisle.

Q. How far is his home from where you met him ?—A. By railroad it is eighty miles.

Q. Did Mr. Bozler approach you or did you approach him on the subject?—A. Mr. Bozler approached me, and wanted to know what brought me home so soon; I had intended to come home in June, and he came over, he and his wife, and wanted to know what brought me home so soon.

By Mr. LAWSON:

Q. How did he know that you had arrived?—A. I dispatched to my wife when I was going to start.

By Mr. ADAMS:

Q. How did Mr. Bozler, living eighty miles from there, know of that?—A. I told Mr. Waters to let him know.

Q. Why did you want him to know?—A. Because a few weeks before at the agency, he and I had been talking, and he told me when he was going to return to the agency, and I was to come home then, and when I was summoned here I informed him through my wife that I was summoned.

Q. Was it necessary for you to have Mr. Bozler's permission to come?—A. No, sir; but it was necessary for me to inform Mr. Bozler about some private business of my own, and I did so.

Q. Did you ever have more than one talk with Mr. Bozler on the subject?—A. O, yes; we had more than one talk, and I had a talk with J. M. Bozler when I came here, and we all disagreed so much upon the subject of my summons here that I concluded none of us knew what it was about.

Q. Did Mr. Bozler come eighty miles to see you, or did he come there on other business?—A. I don't know. Our little daughter had been dangerously ill for ten days, and I don't know; I suppose, though, he came over to see me.

Q. Was your private business with Mr. Bozler of such a character that you thought it necessary to advise him of your coming here?—A. Yes, sir; there was \$18,000 at stake, and that was what the business was about.

Q. When Mr. Bozler first met you, then, on your return, he didn't know what had brought you east?—A. No, sir, not at all; he knew nothing about it until I came home.

Q. You speak of stock in a corral; what stock was that?—A. We have thirteen mules and twenty horses.

By Mr. W. H. SMITH:

Q. Is that the stock to which the corn was issued?—A. Yes, sir.

By Mr. ADAMS:

Q. I understood you to say that you did not remember what amount of corn was delivered at the agency last fall?—A. No, sir, I don't remember. I heard the agent, Dr. Saville, say last fall that there were 600,000 pounds of corn coming, in lieu of 400,000 or 450,000 pounds of flour, for the Indians.

By Mr. HARRIS:

Q. Do you know whether the Indians wanted the corn for any reason?—A. Yes, sir, they were very anxious to get corn; it pleased them very much to find that it was coming, but they soon got tired of it, and now they don't care much about corn, so far as my judgment goes.

By Mr. LOWE:

Q. They preferred corn to flour, then?—A. They did for awhile.

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Q. At whose instance was that change made?—A. I don't know, sir.

By Mr. LAWSON:

Q. Had there been any wish expressed on the part of the Indians?—
A. Not for corn.

Q. They didn't ask to have the change made?—A. Not that I know of.

By Mr. HARRIS:

Q. Do they have some process of pulverizing it?—A. They grind it between stones. When they first got it from the commissary they commenced eating it raw, grinding it as a horse would.

By Mr. ADAMS:

Q. Before the substitution of this corn for flour how did you subsist the stock in the corral?—A. The agent would make an estimate of so much forage for a quarter, and the first quarter he didn't compute enough, and he gave the stock corn. I think he received permission from the Commissioner of Indian Affairs to do so before he commenced feeding it to his stock.

Q. Where had you been in the habit of getting your forage for the corral-stock previous to this substitution of corn for flour?—A. I think it was purchased in Cheyenne.

Q. Do you know anything about the price that was paid for the forage at Cheyenne?—A. No, sir.

Q. Do you know the names of the wagon-masters whom McCann employed to transport goods for him? Can you give me the name of the head of each train?—A. There are twenty or thirty different persons that Mr. McCann has freighting for him.

Q. Do you know anything about whether those twenty or thirty persons are employed by McCann as laborers, or, on the other hand, whether he has any contract with them to give them a certain rate per hundred pounds?—A. I don't know.

Q. Were there any disturbances by the Indians between Cheyenne and the Red Cloud agency to persons traveling or freighting?—A. Yes, sir; there was a freighter shot, and there was some stock taken at different times. There was one man killed a short distance from our agency.

Q. Do you remember what portion of the route between Cheyenne and Red Cloud there was most disturbance upon?—A. Yes, sir; I believe it was on the east side of the North Platte.

Q. How frequently have you traveled between Cheyenne and the Red Cloud agency?—A. I traveled once by way of the old agency, and once by way of Fort Laramie to Cheyenne.

Q. By what route are the supplies for the Red Cloud agency shipped?—A. They all cross the North Platte at the Old Red Cloud agency.

Q. How do you know that that is the case?—A. I know that no teams go by way of Fort Laramie; that is the upper crossing, where the water is low.

Q. You have gone by the Fort Laramie route and the Old Red Cloud agency once?—A. Yes, sir.

Q. This route that has been surveyed by the direction of the military authorities is a new route?—A. Yes, sir; almost entirely a new route from Fort Laramie; from Fort Laramie to Cheyenne it is an old road.

Q. I am talking about the distance between Cheyenne and the present Red Cloud agency, and I understand you to say that the distance was measured by the military authorities?—A. The distance from Fort Laramie to the New Red Cloud agency.

Q. Was the distance from Cheyenne to the New Red Cloud agency never measured?—A. No, sir; the military made the distance from Cheyenne to Fort Laramie ninety-five miles, and when they came out to the agency they measured the balance—the new route.

Q. I understood you to say the Indian supplies had all gone over the route which passes by the Old Red Cloud agency?—A. Yes, sir.

Q. What is the estimated distance from Cheyenne to the New Red Cloud agency by the route over which the goods are shipped or freighted?—A. It is estimated at 185 miles.

Q. Then, if I understand you correctly, the distance over which the goods have been freighted from Cheyenne to the Red Cloud agency is universally estimated by the freighters at 185 miles; is that the case?—A. That is the case; the usually traveled route from Cheyenne by way of the Old Red Cloud agency.

By Mr. BUTLER:

Q. After they get to the Old Red Cloud agency, how are the goods shipped?—A. They take a route that was established when the agency was first established.

Q. Is that a military route?—A. No, sir; another route.

Q. Going that way, what is the distance from the Old Red Cloud agency?—A. It is about thirty-five miles farther.

Q. From Cheyenne to the old agency by the old road, what is the distance?—A. One hundred and eighty-five miles.

Q. What is the distance from Cheyenne to the Old Red Cloud agency?—A. It is estimated at ninety miles.

Q. Then from the old agency to the new what is the distance?—A. ninety-five.

Q. By the old or by the new road?—A. By the road that the agency employes or the Indians made.

Q. Not by the military road?—A. No, sir; that starts from Fort Laramie, thirty miles up the river.

Q. You make them both the same distance?—A. Pretty near the same distance.

By Mr. SMITH:

Q. What is the quality of the corn received at your agency?—A. I think it is very good.

By Mr. LAWSON:

Q. You stated that it occurred sometimes that the quantity of supplies that arrived was not ascertained by weighing. Could you, by experience, arrive approximately at the weight that would be delivered in a wagon without actually weighing the supplies?—A. Some teamsters load heavier than others. I have seen 5,500 on a wagon with six yoke of oxen, and I have seen 7,000 on a wagon with six yoke.

Q. But could you arrive at an approximate weight of the articles in the wagon by the character of the articles? Suppose a wagon arrived with flour, could you tell the weight of that flour approximately without weighing it?—A. I never looked in a wagon; I don't know anything about that.

Q. Could you ascertain the weight of an article approximately by the number of sacks?—A. I could approximate very nearly to the weight of bacon, flour, or coffee.

Q. Were there any experts around the agency that could tell the weight by looking at a wagon?—A. Not that I know; they were all old hands; but I was a new hand myself.

By Mr. SMITH :

Q. Didn't you state that the supplies were all weighed as they were received, excepting in two instances, where the Indians came and demanded the bacon, and you had not time to weigh it?—A. Yes, sir; two or three occasions.

Q. On all other occasions they were actually weighed?—A. Yes, sir; except flour.

By Mr. ADAMS :

Q. Was the corn weighed?—A. Yes, sir.

By Mr. LAWSON :

Q. Then those two instances were simply exceptions at a crisis arising out of the demands of the Indians?—A. Yes, sir.

By Mr. BUTLER :

Q. I understood you to say that the supplies arrived on the day that they were to be issued, and you hadn't time to weigh them?—A. Yes, sir; on those two occasions.

By Mr. ADAMS :

Q. What was the character of the flour delivered for the present fiscal year at that agency?—A. I think the flour is pretty good. We used some of it at our mess-table, and found it all right. Sometimes the bread was darker than at other times, but the flour was sweet, I think.

Q. In your issue of corn and flour to the Indians, have you arrived at any conclusion as to the quantity of corn it takes to equal 100 pounds of flour as an article of subsistence?—A. No, sir.

Adjourned.

COMMITTEE ON INDIAN AFFAIRS,

May 12, 1874.

Mr. GRENVILLE M. DODGE sworn and examined.

By the CHAIRMAN :

Question. Please give your age, residence, and occupation.—Answer. Age, 43; residence, Council Bluffs, Iowa; occupation, civil engineer.

Q. This committee is charged with the duty of investigating and examining into the matter of frauds, or alleged frauds pertaining to the letting of contracts for supplies and transportation for the Indian Department in the fiscal years 1873 and 1874. State to the committee whether you know anything that would tend to prove such frauds, irregularities, or unfairness; and, if so, state what you do know.—A. I don't know anything.

By Mr. COMINGO :

Q. Have you any contracts for furnishing Government supplies to the Indians?—A. Yes, sir; I have.

Q. To what Indians?—A. I have a contract for supplying beef to the Santee, Yancton, and Cheyenne Indians, and a contract for flour for the Red Cloud and Whetstone agencies.

Q. How long have you had those contracts with the Government?—A. Those contracts I took at the last letting in July last.

Q. Have you had contracts in the years previous for supplying the same Indians?—A. Yes, sir; I have had contracts for different tribes.

Q. I speak of these two contracts, your beef and your flour contracts.—A. Yes, sir; I had the beef and flour contracts the year before.

Q. For those same Indians?—A. Yes, sir; I think they were for the same Indians and some additional ones.

Q. Who is associated with you in those contracts; and who shares in the profits growing out of them?—A. Interested with me there are my own partner, Mr. Baldwin, who has been a partner of mine for a long time, Mr. A. H. Wilder, Mr. J. W. Bossler, and Mr. D. W. C. Wheeler, of New York.

Q. Are those gentlemen whose names you have mentioned interested in both the contracts you have mentioned?—A. Yes, sir.

Q. And have been so interested from the time the contracts were taken?—A. They became interested after they were taken.

Q. When the contracts were taken you alone were interested?—A. I and my partner; that was the portion that was awarded to me.

Q. Who furnishes the capital with which the business is carried on?—A. We furnish it, the four of us; I furnish a good deal of it, and the others furnish their portion.

Q. You and your partner constitute one interest?—A. Yes, sir; Baldwin & Dodge.

Q. Then Bossler, yourself and partner, Mr. Wheeler, and Mr. Wilder, are the partners interested?—A. Yes, sir; there are four interests.

Q. And each interest gets a fourth of the profits?—A. Yes, sir.

Q. Were those same parties interested with you in the contract that expired in July or June of last year?—A. No, sir; not all of them.

Q. They have only been interested in the present contract?—A. Yes, sir; all of them.

Q. They had no interest in the other?—A. Not all of them.

Q. Have you any other Indian contracts than those you have mentioned in which those gentlemen are interested at the present time?—A. No, sir; I have not.

Q. You are not interested, then, in any other contracts with the Government for furnishing supplies or transportation for the Indians, except those that you have mentioned—you and the other four parties?—A. I am interested in certain contracts that Mr. Wilder has for the furnishing of beef and transportation, I think, whatever contracts were awarded to him.

Q. Was it understood at the time you bid for those contracts that they were to become interested in them after they were let?—A. No, sir; I had no understanding of it.

Q. As I understand, you and your partner constitute one interest. There are four interests that you know of; you and your partner constitute one interest, and the other gentlemen you have named each constitute a member of the firm? Now, I will ask if you know of any other gentlemen who share in the profits that are received by the other three gentlemen whose names you have mentioned?—A. No, sir; I do not.

Q. Do you know of no one who is interested with Wilder in the transportation contract?—A. No, sir.

Q. What is the style of the firm by which that business is now transacted?—A. I don't know that there is any style to the firm. We, each of us, take a certain duty to perform.

Q. Please state what those duties are.—A. Mr. Bossler attends to the beef; Mr. Wilder attends, I think, to the transportation, and Mr. Baldwin attends partially to the flour, and Mr. Wheeler looks after our matters in New York.

Q. What do you do?—A. I look after the finances generally. Mr. Baldwin is my partner, an old partner of mine for fifteen years; whatever he does I do.

Q. Have you or any member of your firm paid any money to any Government official for the purpose of securing favors in any way?—No, sir.

Q. Have any part of the proceeds of your enterprise been paid to any Government officer?—A. No, sir.

Q. Have you promised to pay any Government official anything for any services he may have rendered you in anything, or in any manner connected with that business?—A. No, sir; I have not.

Q. I believe you stated you did not know of any one who shared in the profits that were realized by the other members of the firm?—A. No, sir; I do not. Mr. Bossler has connected with him, I suppose, men who are carrying out the details of the matter; but I don't know them.

Q. Then you state that you do not know of any money having been paid to any Government official; has any of these gentlemen with whom you are associated ever told you that he intended to pay money, or that he had paid money to any Government official?—A. No, sir; he never has.

Q. You had a contract for furnishing flour to one of these agencies?—A. Yes, sir; my contract this year is for the Whetstone and Red Cloud agencies.

Q. Did you furnish flour for these agencies last year?—A. Yes, I think I did; I won't be certain; last year, or the year before, I did.

Q. Did you last year furnish, or have you during the present fiscal year furnished, corn instead of flour that you were to furnish by the terms of your contract?—A. I furnished corn this year in lieu of flour, in lieu of a part of it.

Q. State how you happened to do that.—A. I did it by order of the Commissioner of Indian Affairs.

Q. How much corn did you deliver in lieu of flour?—A. I cannot tell you. The amount was stated that I should deliver; but I have not had it in my mind. I will state to the committee that all papers relating to the carrying out of this contract are attended to by Mr. Baldwin, and whatever I know about the details I learn through him.

Q. Where does Mr. Baldwin live?—A. At Council Bluffs.

Q. He transacts that business then?—A. Yes, sir; that is our headquarters.

Q. He, you say, has had control of the details?—A. Yes, sir; he has had charge of the details of the matter. My business is, generally, to look after the money, and see that it is forthcoming to carry the thing along.

Q. Does each member of the firm supply a part of the capital that is used?—A. Yes, sir.

Q. Do you each furnish an equal amount of the capital?—A. I won't be certain whether it is an equal amount, or not; I think it is, though it is probable that Mr. Bossler may furnish more than the rest.

Q. Do you know where that corn that you supplied was procured?—A. I do not; only, from what I learned, that it was in Iowa.

Q. You do not know at what prices?—A. No, sir, I do not. I am a very large dealer in corn—one of the heaviest in Western Iowa.

Q. I suppose your books would show what you paid for it?—A. I suppose they would. We bought it at the market-price at the time the purchase was made, whatever that was.

Q. At what time did you begin to furnish corn in lieu of flour?—A. I cannot state; it was some considerable time after we began to deliver the flour.

Q. Do you know how it happened that the Commissioner of Indian Affairs changed the contract in that particular, and instructed you to furnish corn in lieu of flour?—A. I do not. I understood it was at the request of the Indians; but I have no personal knowledge of that.

Q. Was that done last year or this year?—A. It was done this year, not under the last contract; under this contract, I think we were obliged to furnish all flour before.

Q. You think that under the contract that expired last year that you had to fill it according to its terms?—A. I think so.

Q. You don't know how much corn has been furnished in lieu of flour?—A. No; I can't tell. It is a certain proportion. I could ascertain by going down to the Interior Department, I suppose.

Q. When you took these contracts with the Government did you not expect that these gentlemen whose names you have mentioned would become partners of yours in the execution of it?—A. No, sir; I did not, unless it be Mr. Bossler.

Q. You had no contract or agreement with them by which they were to share in that contract?—A. No, sir.

Q. Did they bid on that contract?—A. I think they did. I bid for everything. If I got anything, I expected to get all the beef and all the flour, and when I got only this small proportion I instructed my partner to make some arrangement if possible by which all the bids could be filled by one party, knowing the difficulty and loss there would be in filling them separately. I had a good deal of experience in that country for fifteen or twenty years, and I knew it was almost impossible, at the prices at which I had bid, to fill two or three agencies without loss.

Q. Can you state what number of contracts you have that are still in existence?—A. Those in my own name are all that I have.

Q. What other contracts are there in which you are interested that appear in the names of other persons?—A. Those in the names of Mr. Wilder, or the other members of the interest.

Q. You are in all that are given to Mr. Wilder?—A. Not all. I am interested in his contracts for beef and flour for the Missouri River agencies.

Q. And in his transportation contracts?—A. I think so, but it is a matter that I cannot be definite about, because it is a matter that I have not given attention to. My partner looks after that, almost entirely. He was the one that made the arrangement.

Q. Who, beside yourself and Mr. Wilder, is interested in those contracts?—A. There is Mr. Bossler.

Q. He is interested in the other contracts, too, is he?—A. My understanding is this: that in the contracts for beef and flour for the Missouri River agencies, the four gentlemen that I have named are interested and in the transportation.

Q. Then, if I understand you correctly, you state that you are interested in other contracts in which Mr. Wilder is interested, and not these other gentlemen?—A. No; I am interested in none that these other gentlemen are not interested in.

Q. Are you and Wilder alone interested in any contract?—A. Not that I know of.

Q. Are there any contracts in which you and Wilder are interested in which these other gentlemen whose names you have mentioned are not interested?—A. Not that I know of.

Q. Then those five gentlemen, representing those four interests, are interested in all the Missouri River agencies contracts?—A. They are, what we bid for.

Q. Those four interests did not get all the contracts for the Missouri River agencies?—A. I won't be certain about that. I know I did not.

Q. But, so far as you got contracts to supply the Missouri River agencies with provisions and transportation, you four are all interested?—A. Yes, sir.

Q. Do you know P. H. Kelly, a Government contractor?—A. I do not.

Q. Have you ever seen him?—A. I don't know that I ever have.

Q. You have no business relations or connections with him?—A. Not that I know of.

Q. You think you have no interest in his flour contract?—A. I won't be certain. It is possible I may have if he is the man that is with Wilder. There are some flour contracts—I don't know whether they are in the name of Wilder or not—that are in the interest.

Q. Mr. Wilder himself has no contract to furnish flour at any of these agencies, so far as you know?—A. I cannot tell what his contracts are.

Q. Has he any contract at all with the Government in which you are not interested?—A. That I don't know. He might have and I not know it.

Q. But, so far as you know of any contracts in which he is interested, you too are interested?—A. Yes, sir. I could get a list of the contracts. I have not seen Wilder but twice since I took the contract.

Q. You have no contract with the Government in which he is not interested?—A. No, sir.

By Mr. GIDDINGS :

Q. Do you know of any presents of any kind, money or property, made by any contractor to any officer or employé of the Government?—A. No, sir; I do not.

Q. Do you know of any combination by which bidders are deterred from bidding for these contracts?—A. No, sir. It is an open bid. Everybody has a chance, so far as my knowledge extends.

By Mr. COMINGO :

Q. Are you interested in any contracts let without being advertised—private contracts?—A. No, sir; I think not. It may be possible that we furnish the beef for the Bannacks this year. I think my partner told me that the Department asked us to give a price at which we would furnish the Bannacks; but whether that was in the open contract or not I am not able to say. I remember that I furnished it last year. I don't know whether they asked me to furnish it this year or not. I think they did.

Q. Do you know of any goods being exchanged while in transitu from the place of purchase to the place of delivery, and inferior goods substituted in their place?—A. No, sir; I do not. I deliver all my flour at two places to a Government inspector, and there is no chance to change it.

Q. Did not Mr. Bossler bid for any of those contracts that you know of?—A. Yes, sir. He was a bidder, I think.

Q. For any of those you got?—A. I could not tell. I suppose so, though.

Q. Did Mr. Wilder bid for any of those contracts?—A. I won't be certain; I think he did, though. I think those gentlemen were all bidders. I went away before the contract was let, and I am not very well posted in the matter.

Q. Was there any agreement between you and those gentlemen whose

names I have mentioned by which, if they should get a contract, and you not, you should share in the profits of the enterprise?—A. No, sir; except so far as Mr. Bossler is concerned. I told Bossler that if I got the contracts I desired him to go in with me and help me to fill them, as he had done the year before, because I considered him the best posted man in the country on the furnishing of cattle.

Q. Then at the time you made your bid for those contracts you had no arrangement by which Wilder or Wheeler was to share?—A. No, sir.

Q. That was a subsequent arrangement?—A. Yes, sir; altogether. I expected to get all the beef. They had not divided up the agencies before, and I bid for all the northern agencies.

Q. Do you know what kind of cattle was delivered to those northern agencies?—A. I never have seen a head of them.

By Mr. GIDDINGS:

Q. How long have you been a contractor with the Indian Department?—A. Three years ago I took my first contract. I live on the frontier, and own mills and things there, and I have supplied flour out of my own mills to other persons for supplies for fifteen years, probably. My first contract I think, was three or four years ago, for myself. I had a bid a great many times, but that was the first that I got. I have done a great deal of freighting on the plains for the Government. That is my business—a portion of my business.

By Mr. LOWE:

Q. As I understand you, you had awarded to you some of these contracts for transportation and supplies, and others had awarded to them contracts of the same character. Now what is the object of your associating yourselves together in the execution of these contracts?—A. Well, sir, in the first place, take, for instance, my contracts to three small agencies—the Yantton, the Santee, and the Cheyenne Sioux. Now, I could not go to the expense of filling just those three agencies alone without great probability of my losing money. Another thing: when we go into the market to purchase these cattle, if there is any competition with the class of men we have to deal with, it is almost impossible to get our cattle at what would be considered a fair price. By this arrangement one set of men will attend to the whole thing; will take the Missouri River agencies, attend to the cattle, drive them there in herds, and keep the herds from being mixed; and for about the same cost that it would take for me to fill the three agencies all the Missouri River agencies could be filled. The contracts this year were taken very low, and we went together for the purpose of filling them and endeavoring to save ourselves.

Q. If you had to carry out the contracts without associating with each other, what would have been the probable result as to profits and losses?—A. When I got news of how the contract was awarded to me, I telegraphed to my partner, Mr. Baldwin, that I did not want to carry out the contract for the three agencies. I didn't consider the Commissioner had treated me fairly in my bids; and if I could not have the whole of the beef for those northern agencies, I didn't want the three agencies, and I advised him either to endeavor to get free from the contract, or else to make conditions with the other successful bidders that we should fill the contracts together, and he made an arrangement that we should fill them together. I was not present.

Q. Have you any contracts for transportation?—A. I have not. I bid, but I was not successful.

Q. How did the prices in the bids that you made compare with the

current market-prices of the same articles in the market where you had to purchase them?—A. My bids were very close. I figured very close upon them. I had a good deal of advantage, too, in the way of transportation that others would not have, on account of my connection with railroads. My bids were considered very low at the time by my partner, I know. I could not have bid at that price but for the favorable position in which I happened to be to get my goods transported.

Q. Do you now recall the comparative prices at which you bid, and at which some other articles were currently sold in the market where you would naturally purchase?—A. Take flour, for instance. I put in four or five bids on different qualities, and the Indian commission took the lowest price, \$2.40 a sack.

Q. That was for a low grade of flour?—A. A low grade, the lowest that I bid for. For beef I bid lower this year than the year before. I bought on what I believed to be a fair profit, provided I could get all the agencies.

Q. What would be the natural result if you did not get but one or two?—A. I would have lost money.

By Mr. E. P. SMITH, Commissioner of Indian Affairs :

Q. Suppose it is understood that such combination between contractors, after the award of the contracts, is prohibited by the Department, what would be the effect upon the proposals?—A. Well, I think, if you prohibited men who get different contracts in a difficult country from filling them together, it would be detrimental to the service. I think a man can fill those contracts where there are several posts together a great deal cheaper than by taking each post separately.

Q. Then the effect of such prohibition would be to increase the expense of the service?—A. Yes, sir. I fed those Indians up there, when I commanded that department, and I know all their posts and the method of doing the business, and I know that it requires a great deal of attention and labor to fill those contracts promptly and satisfactorily to the Government and to the Indians.

By Mr. LOWE :

Q. Is there any Government officer that you know of who in any mode has made any profit, or received any gift or compensation, in connection with the letting or execution of those contracts?—A. No, sir. I do not know of any.

Adjourned.

WASHINGTON, D. C., May 14, 1874.

GORTEN PERKINS sworn and examined.

By the CHAIRMAN :

Question. This committee is charged with the duty of investigating alleged frauds in Indian contracts, in transportation and supplies, and any frauds in the administration of affairs in the Indian Department. If you are cognizant of any facts tending to show frauds, irregularities or informalities, or maladministration in the administration of Indian affairs, you may state those facts to the committee.—Answer. No, sir; there are none that I know of.

Q. You are not aware that you know of any?—A. I am not aware of any.

Q. You may state your residence.—A. Denver City, Colorado.

Q. What is your age?—A. Forty-six years.

Q. And your occupation?—A. Freighter.

By Mr. ADAMS :

Q. Have you had any contract with Mr. D. J. McCann for the transportation of supplies for him from Cheyenne to the Red Cloud agency?—A. I have freighted for him, I suppose, but the contract I made was with Mr Moore. He was the agent.

Q. Mr. Moore was the agent of McCann?—A. Yes, sir.

Q. You made an arrangement with Mr. Moore, not with Mr. McCann; but you rendered the service for Mr. McCann?—A. Yes, sir.

Q. What was the nature of the contract that you made with Mr. Moore about the transportation of goods? Tell about it.—A. I asked him what they paid. He said \$1.75.

Q. One dollar and seventy-five cents for how much and what distance?—A. For one hundred pounds, to Red Cloud. I asked for the distance. They said one hundred and seventy-five miles. That was what I freighted for. Mr. Moore said so.

Q. And you entered into a contract with Mr. Moore at that rate?—A. Yes, sir; we considered we were getting a cent a pound for one hundred miles—\$1 a hundred pounds for one hundred miles.

Q. Mr. Moore, you say, as Mr. McCann's agent, said he was giving what?—A. One dollar and seventy-five cents to the Red Cloud agency.

Q. For the entire distance?—A. Yes, sir.

Q. And you asked him what the distance was, and he said one hundred and seventy-five miles?—A. Yes, sir; that was my understanding.

Q. And you have performed the service and received pay in accordance with that arrangement?—A. I did.

Q. How often have you traveled over the route?—A. Never been over the route but twice. My teams have been over it oftener, but I have never been over it but twice.

Q. Do you know what is the estimated distance over which the goods and supplies are transported?—A. Well, as near as we could get at it, we watched the distance very closely between the water camping-places, and I made from one hundred and eighty-seven miles to one hundred and ninety miles; somewhere along there. I cannot tell within two or three miles either way, but it is somewhere along there—from one hundred and eighty-six or one hundred and eighty-seven up to one hundred and ninety, I think; may not be quite so far, and it might be a little farther. I could not tell within two or three miles.

Q. How many teams have you had engaged in that business?—A. At that time I had only six wagons, I guess, the first trip. The next trip, I forget. I have commenced freighting there within a year. Now, the last trip was to White Clay, beyond Red Cloud.

Q. The last trip you made to where?—A. White Clay. That is the end. We freighted there for Mr. Marshal.

Q. Well, sir, when did you first begin to do business for Mr. McCann under this arrangement?—A. Well, I cannot tell you exactly. I think the first trip I made was the 1st September; I think it was.

Q. When was your last trip?—A. Well, I made just two trips there, and I can tell by talking with Mr. Moore.

Q. But your trains made more than two trips?—A. They never made but two trips to Red Cloud.

Q. Did you, in this arrangement with Mr. Moore, as Mr. McCann's agent, understand that you took your chances and incurred any loss

that might be occasioned to your stock or otherwise, or that Mr. McCann was to pay nothing for losses you might sustain?—A. There was nothing said about that, I think.

Q. Nothing said about that?—A. I do not think there was.

Q. Suppose you had lost any of your stock, would you have looked to Mr. McCann for it, or would you have thought that you had any right to look to him for it?—A. I do not know. I did lose some; they stole some—the Indians did. I looked to no one.

Q. Did Mr. McCann ever pay you for that loss?—A. No, sir.

Q. I understood you to say that after you had been freighting with Mr. McCann you had freighted for Mr. Marshal?—A. I made one trip for Mr. Marshal. I did not go with the teams. I loaded for him.

Q. From Cheyenne to what point?—A. White Clay—Spotted-Tail agency.

Q. Sometimes called Whetstone?—A. Yes, sir; I think that is it.

Q. In going from Cheyenne to the Whetstone agency, did you go right by the Red Cloud agency?—A. About eight miles, I think. We turned off before we got to Red Cloud.

Q. What did you get for your trip to Whetstone agency; at what rate?—A. Mr. Marshal—there was nothing said about the distance—gave me \$2.60 a hundred pounds, I think. I think that was what he paid me, \$2.60.

Q. The through trip?—A. Yes, sir.

Q. You made one trip for him?—A. Yes, sir.

Q. How much farther is the Whetstone agency than the Red Cloud agency from Cheyenne?—A. He called it thirty-five miles, but I do not know the distance; I did not go with the teams; some of the freighters call it that, and some call it forty-five.

Q. How long have you been a freighter?—A. Ever since 1859.

Q. Have you had very extensive experience as a freighter?—A. I have freighted as long as any of them out there; and had pretty big trains.

Q. I want to ask you this: what do you think, in case a man's team is from any cause detained and not able to go on with the supplies, but has to stop, what do you think the man ought to be paid for a team of 5 cattle and the driver during the detention, while they are doing nothing—what, from your experience as a freighter, is a fair and proper compensation to him during the period of detention?—A. That would depend a little upon circumstances. It ought to be worth \$6 or \$8 a day—somewhere along there, I should think. It depends upon where he was and what shape he was in. It is more expensive to live in some places than it would be in others.

Q. Suppose he was at a point where he did not feed his cattle, but where they could graze?—A. I should think \$6 or \$8 a day would pay him very well.

Q. Did you quit freighting for Mr. McCann because you thought you were not getting enough?—A. Well, yes; I did in one sense. I thought I could make more to go to the other place; that is why I quit. I could have had plenty if I would have taken it, but I thought I could have made more money with Mr. Marshal going to Wet Clay.

Q. And you got from Mr. McCann, or his agent, which is the same thing, \$1.75 for the entire distance from Cheyenne to the new Red Cloud agency?—A. Yes, sir; that is, the first trip; the second trip I won't say. If I freighted when it was winter, why I got \$2; that is what he is paying—\$1.75 for the summer and \$2 for the winter.

Q. You understood from Mr. McCann's agent, and you know from your own experience with him, that during the summer months he paid those

whom he had employed to freight for him \$1.75 per 100 miles the whole distance, and \$2 the 100 miles the winter months?—A. Two dollars the whole trip—it is called 175 miles. We got \$1.75 for the whole distance the summer months, and \$2 for the whole distance during the winter months.

Q. You have already said that you have had considerable experience as a freighter.—A. I have done nothing else.

Q. Now, from your experience as a freighter, and from what you know of the distance and the character of the road from Cheyenne to the present location of the Red Cloud agency, what do you think would be a fair price for transportation of supplies from Cheyenne to the Red Cloud agency?—A. Well, a man can make a fair thing at a cent a pound for 100 miles; \$1.86 or \$1.90; he could do it decently well at that.

Q. Have you had occasion to purchase any corn at Cheyenne when you were freighting for Mr. McCann?—A. I have.

Q. Can you tell this committee anything about what the current price for corn at Cheyenne was, say in the months of October and November last—the price you had to give?—A. Well, I could not now; I have the bills, but not with me. I have bought corn of Mr. Negles, but what he has charged me I cannot say.

Q. Can you approximate it—did you give as much as \$2 a 100 pounds?—A. I think not.

Q. You bought it in small quantities?—A. Two or three sacks. Charley Hecht can tell you exactly, because he has the bills with him. I did not know what I was wanted for, or I would have brought such things along.

Adjourned.

WASHINGTON, D. C., May 14, 1874.

CHARLES HECHT sworn and examined.

By the CHAIRMAN:

Question. State your age, occupation, and residence?—Answer. I am thirty-six years of age; occupation, a freighter; and Cheyenne, Wyoming, is my home.

Q. It is the duty of this committee to examine into alleged frauds on the part of officers of the Government in charge of Indian affairs in the matter of transportation, and in the furnishing of supplies to the Indians in the years 1873 and 1874, ending June 30 each year. I would ask you if you know anything tending to prove fraud, irregularity, or unfairness on the part of officers of the Government; if so, state what you know thereof.—A. I do not know of any.

Q. Where is your place of business now?—A. Cheyenne City.

By Mr. ADAMS:

Q. Have you been engaged in the transportation of supplies for Mr. D. J. McCann, who was the contractor for the Government?—A. Yes, sir; last year, and also in 1871.

The CHAIRMAN. Your answers and knowledge will be confined to the years ending June 30, 1873 and 1874.

Q. Were you a bidder for that contract which Mr. McCann got for that transportation from Cheyenne to Red Cloud?—A. Yes, sir.

Q. What was your bid?—A. My bid was \$1.15 per hundred pounds per hundred miles.

Q. Did you ascertain why the contract had been awarded to Mr. McCann at \$1.20, when you had put in a lower bid?—A. I tried, but never succeeded.

Q. Were you prepared to execute the contract if it had been awarded to you? Had you the means at your command to execute it?—A. Yes, sir.

Q. Had you ever been a contractor of the Government before?—A. No, sir; not until last summer or last spring.

Q. Did you think that you could make money by taking the contract at \$1.15?—A. I think I could. I received an answer to a letter which I wrote about it, stating that it was to the interest of the Department to give this contract to Mr. McCann.

Q. After this contract was awarded to Mr. McCann, you got a contract from him to transport goods for him?—A. Yes, sir.

Q. Do you remember the terms of the contract?—A. I have it with me if you wish to see it.

Q. Have you the original contract?—A. Yes, sir.

Q. Lay it before the committee. You say it is an article of agreement between D. J. McCann and yourself for the transportation of supplies?—A. Yes, sir; this is one; I had another back in 1871.

Q. This, as I understand you, was a contract you made with McCann after McCann was awarded the contract for the transportation of supplies from Cheyenne to the Red Cloud agency?—A. Yes, sir.

Q. And it is the contract under which you have been operating for Mr. McCann?—A. Yes, sir.

Q. You have traveled over the route, I imagine, frequently from Cheyenne to the old agency and from Cheyenne to the new agency?—A. Yes, sir.

Q. What is the estimated distance from Cheyenne to the old agency by the route which you usually traveled?—A. I should call it 95 miles; that is, from Cheyenne to the old agency.

Q. What is the distance from the old agency to the new by the usual traveled route?—A. About 186 miles.

Q. You don't understand my question. What is the distance from the old agency to the new agency?—A. About 91 miles.

Q. Have you made any affidavit as to the distance between Cheyenne and the new Red Cloud agency?—A. I have.

Q. Whom did you deliver that affidavit to?—A. I delivered it to Mr. Moore.

Q. I find by the terms of this contract between Mr. McCann and yourself that you were to transport supplies from Cheyenne to the old agency for \$1 per 100 pounds.—A. Yes, sir.

Q. And in the event of the removal of the agency to some other place he was to pay ten cents per hundred pounds for each additional mile during the summer months?—A. Yes, sir.

Q. Now, what has Mr. McCann paid you in determining what you are entitled to under the terms of this contract? Of course you have to determine the distance from the old agency to the new?—A. Yes, sir.

Q. Miles do not come into account, so far as your contract to the old agency is concerned?—A. No, sir.

Q. And the only way you can determine what you are entitled to under the contract is to determine the distance from the old agency to the new agency. It is ten cents for every hundred pounds for each additional ten miles?—A. Yes, sir.

Q. What did Mr. McCann pay you as compensation for transportation to the old agency?—A. He has paid me for 75 miles.

Q. What has he been paying you from Cheyenne to the new agency?—
A. One dollar and seventy-five cents for the summer months, and \$2.10 for the winter months.

Q. Is that a fair compensation, do you think, for you, under the terms of the contract? Is that all you claimed from McCann under the terms of the contract?—A. No, sir.

Q. What do you claim you are entitled to?—A. I claim that I am entitled to 186 miles. I should have 191 miles, but I offered to settle with Mr. McCann for 186 miles.

Q. You offered to settle with him at 186?—A. Yes, sir.

Q. Has Mr. McCann refused to pay you more than he has paid you?—
A. Yes, sir.

Q. What reason did he allege for not paying you more?—A. He said that the Department was not allowing him for so much as he was paying me. I said that unless he did pay me for 186 miles I would measure the road. He said all right.

Q. You only claim 186 miles?—A. I would be willing to settle at that.

Q. I thought you claimed for 191 miles?—A. Yes, sir; under that contract I think I am entitled to 91 miles from the old agency to the new agency.

Q. Do I understand that the distance from Cheyenne to the new agency is 191 miles?—A. Yes, sir, but I was willing to take 186 miles.

Q. What is the estimated distance generally among frontiersmen from Cheyenne to the present location of the Red Cloud agency by the route usually traveled in freighting?—A. Some call it 180 miles, and some call it 190, and some 195; they vary. I have talked with several of them, and I thought I was all right in the distance. I do not say that is the exact distance, 186 miles, but that is my best belief.

Q. It is your best belief that it is 91 miles from the old agency to the new?—A. Yes, sir.

Q. And 95 from Cheyenne to the old agency?—A. Yes, sir.

Q. Which makes 186 miles from Cheyenne to the new agency?—A. Yes, sir.

Q. You do not know of the measurement having been made from the old agency to the new agency?—A. Not that I know of.

By Mr. ADAMS:

Q. Has Mr. McCann ever paid you anything in any way except the amount stipulated to be paid in this contract—paid you for any loss that you have sustained?—A. No, sir.

Q. Has he furnished you any protection to your trains or incurred any expenses, either directly or indirectly?—A. No, sir.

By Mr. RAINEY:

Q. Have you ever made such a demand on Mr. McCann?—A. No, sir.

Q. Have you ever sustained any loss yourself in carrying the freight from one point to another?—A. None to amount to anything.

Q. If you had sustained a loss, to whom would you have applied for indemnity?—A. I would apply to the Government.

By Mr. ADAMS:

Q. Have you had experience as a freighter?—A. I ought to have. I have been freighting for the last nine years.

Q. What do you think it is reasonably worth to undertake to trans-

port supplies from Cheyenne to the New Red Cloud agency?—A. Well, about \$1.15 or \$1.20 per 100 miles for 100 pounds.

Q. For summer or winter transportation?—A. The average is the same; in winter it is a little more.

Q. What would it be worth in winter?—A. In winter \$1.40; in some portion of winter you can send freight as well as in summer.

Q. You average the rate at \$1.15 or \$1.20?—A. Yes, sir.

By Mr. LAWSON:

Q. What proportion is generally sent in the summer?—A. Pretty much all in the summer; not much is sent in the winter.

Q. And it is upon that you predicate your estimate of a fair compensation?—A. Yes, sir; most of it is sent in the summer.

By Mr. ADAMS:

Q. Have you any means of knowing what proportion of the supplies shipped by Mr. McCann was shipped prior to October 20, 1873, and what since that time?—A. I do not know; I cannot tell.

Q. Do you know what proportion of the supplies shipped by Mr. McCann were shipped during the months of January, February, and March; can you approximate to it?—A. No, I could not.

Q. Do you know at what season of the year the greater portion of these supplies is transported?—A. This year a greater portion of the freight was shipped later than usual; they had no way of receiving and storing the goods.

Q. The question I ask you is this: could you indicate or approximate the season of the year at which a larger portion of the supplies for the fiscal year have been transported by Mr. McCann?—A. In September, October, and November, I think a larger portion of them was moved.

Q. Have you been doing business for McCann all the while whenever there were supplies to be shipped?—A. Yes, sir.

Q. Have you been subject to any dangers on any portion of the route from Indians or from other causes?—A. Have I?

Q. Have you and the freighters generally been subject to any loss from Indian depredations during any part of this period?—A. Some of them have; I never lost anything to speak of.

Q. Over what portion of the route was it supposed that there would be any danger from the Indians?—A. I would not make much difference. So far as danger is concerned, I would not make any distinction between the North Platte and the new agency. It is just as dangerous at one portion as at another.

By Mr. LAWSON:

Q. Has there been any time when you apprehended a difficulty in getting through and provided against it by increasing the force of your train or guards?—A. I have seen times when they thought there would be danger. I have never increased my force.

Q. Do you know of other freighters who increased their force to provide against any apprehended danger?—A. No, sir.

By Mr. ADAMS:

Q. In freighting does your train go by itself, or does it go in company with other trains?—A. As a general thing I travel by myself.

Q. From your experience as a freighter, what would you think would be a fair compensation for a man's teams, when there were any detentions and his teams were compelled to lie idle?—A. It depends on the kind of team.

Q. Well, I will say five yoke and a driver, and such men as accompany the team?—A. I should think about five dollars a day.

Q. For the entire team?—A. Yes, sir.

Q. Does that include five yoke of oxen and the expense of one team?—A. Yes, sir. I would be satisfied for that.

Q. Would that include the driver and attendants?—A. Yes, sir.

Q. Does that include all expenses incident to one team of five yoke of oxen?—A. Yes, sir.

Q. You would be contented with five dollars?—A. Yes, sir.

Q. And your experience as a frontiersman makes you believe that would be a sufficient compensation while they were left idle?—A. When they were left idle the stock would improve.

Q. Is that in the stable or in your own yard or on the trip?—A. On the trip.

Q. How many men does that include?—A. One man.

By Mr. LAWSON:

Q. I see in this contract between you and McCann it is stipulated that he shall pay you \$6.50 for five yoke of oxen for each day?—A. Yes, sir.

Q. But they are to be employed during all that time?—A. Yes, sir.

By Mr. ADAMS:

Q. You agree to furnish five yoke of cattle and a driver to each wagon?—Yes, sir.

Q. At what?—A. Six dollars and fifty cents.

Q. While they were employed?—A. Yes, sir.

Q. Of course it would be less if they were lying idle and not actually engaged?—A. Yes, sir; the cattle would improve.

By Mr. ADAMS:

Q. Have you any idea, or can you approximate the proportion of Mr. McCann's contract which you have filled, and the proportion which has been filled otherwise—the proportion of the freight which you have transported and the proportion which has been transported by others; as I understand it, Mr. McCann has had a number of men employed under his contract?—A. Yes, sir.

Q. Now, can you form any idea what proportion of the supplies shipped under Mr. McCann's contract have been shipped by you, and what proportion have been shipped by other persons?—A. If I had my book, I could tell what proportion I shipped.

Q. You could tell what quantity you had hauled, but can you tell what proportion that would bear to the entire amount of freight?—A. No, sir.

Q. I understood you to say that you and Mr. McCann differed as to what your compensation should be under the terms of your contract; that he had paid you \$1.75, and that you claimed more?—A. I did.

Q. How much did you claim, and how much do you claim you are entitled to under that contract? You claim, as I understand, for 91 miles?—A. That is what I claim for under that contract.

Q. You claim for 91 miles, and you were only paid for 75 miles?—A. I was paid for 75 miles. I claim 91.

By Mr. LAWSON:

Q. In transporting from Cheyenne to the new agency do you go by the old agency?—A. I did, once or twice. The rest of the time I crossed the river below.

Q. You went direct?—A. There would not be much difference in the

distance to go by the old agency. You would cross the river right by the agency, and go down on the north side of the river; and if you cross the river below, you go down on the south side.

Q. What difference in distance is there between the two roads?—A. There would not be much, if any.

By Mr. BUTLER :

Q. What difference is there between going over the sand-hills and going round?—A. About 10 miles, I guess.

Q. Which is the generally traveled road?—A. The lower road.

Q. That is, around the hills?—A. I do not know whether you call it around the hills, or not; it is the road that goes through the sand-hills and right past the old agency. The other road runs down the river—winds around below.

By Mr. ADAMS :

Q. I understood you to say that there is very little difference between the two roads?—A. About ten miles.

Q. There have been two or three roads spoken of here. I want to come definitely to the point. What is the distance over the route by which you have transported these supplies, and over which the transportation has been, whatever may be the difference of distance between the one and the other—what is the estimated distance over the route over which the supplies have been taken?—A. About 186 miles.

By Mr. BUTLER :

Q. At the time you put this bid in to transport these Indian goods, had you ever been a Government contractor?—A. Before?

Q. Yes, sir?—A. No, sir.

Q. You were not known to the Government as a contractor?—A. No, sir.

Q. How many teams had you at the time you put in this bid?—A. I had ten.

Q. Ten teams?—A. Yes, sir; then my partner had 18 or 20, I don't know which.

Q. Who was your partner?—A. James May.

Q. About what time was the agency moved from the old Red Cloud to the present or new Red Cloud, as we know it here?—A. On the 29th July, we loaded.

Q. You loaded up then from the old Red Cloud and started for the new?—A. On the 29th July, 1873, we loaded.

Q. Now, when you bid, your bid was to transport the supplies to the old Red Cloud agency. At the time, had you hauled any goods for Mr. McCann before the agency was moved?—A. Yes, sir.

Q. Under the contract that he got and that you bid for?—A. I do not know; that bid ought to be here.

Q. You bid, you and your partner bid, to haul the supplies to the Red Cloud agency for '73?—A. Yes, sir.

Q. And Mr. McCann got the contract?—A. Mr. McCann got the contract.

Q. Now, had you hauled any goods for Mr. McCann, under that contract, before the agency was moved from the old place to the new?—A. Yes, sir; we hauled goods to the old agency.

Q. I mean from Cheyenne to the old agency?—A. From Cheyenne to the old agency, I made two trips.

Q. Now, do you know how many trips you made from the old agency to the new?—A. I made one.

Q. That was the trip you alluded to when you said you loaded on the 29th July?—A. Yes, sir.

Q. You have hauled nothing since that?—A. Not from the old to the new.

Q. Or from Cheyenne to the new?—A. From Cheyenne to the new—yes, sir.

Q. You hauled but two trips from Cheyenne to the old agency?—A. Yes, sir.

Q. How many trips have you made from Cheyenne to the new?—A. I could not tell exactly.

Q. Approximate it as near as you can.—A. I hauled six or seven, I don't know about there.

Q. Do you think the supplies were delivered to the new agency about the same proportion of your hauling—two trips to six or seven; you say you made two trips from Cheyenne to the old agency?—A. Yes, sir.

Q. And you think you have hauled six or seven from Cheyenne to the new?—A. Yes, sir.

Q. Did the other freighters—I mean Mr. McCann's teams—haul about the same proportion to the old agency?—A. To the old agency? They did not haul any to the old agency that I know of; there is nobody hauling any freight to the old agency, to amount to anything, except my train.

Q. It has all, then, been hauled from Cheyenne to the new since July last, except the two trips that you made?—A. Yes, sir.

Q. I believe you stated in answer to Mr. Adams's question, that you would have been willing to have taken the contract from \$1.15 to \$1.20?—A. Yes, sir.

Q. For 100 pounds for 100 miles?—A. Yes, sir; \$1.15 for 100 pounds for 100 miles.

Q. And you estimated the distance at 91 miles from the old agency to the new?—A. If I took the contract; I was not asked to estimate the distance that way; if I had taken the contract, I would not estimate the distance in that way.

Q. What way would you estimate it?—A. I would have estimated it from Cheyenne to the new agency.

Q. But you estimate it at 91 miles from the old agency to the new?—A. Yes, sir.

By Mr. ADAMS:

Q. I understand you that, by the terms of your contract with Mr. McCann, which you laid before this committee, you were to get \$1 for 100 pounds from Cheyenne to the old agency?—A. Yes, sir.

Q. And you did, under that arrangement, transport some goods from Cheyenne to the old agency up to the time of the removal of the agency?—A. I made two trips.

Q. As to the amount which you were to get from Mr. McCann to the old agency, there was never any doubt or dispute about that; that was a settled fact?—A. That was a settled fact.

Q. You agreed in this contract, with Mr. McCann, that if the agency should be removed, as it appears it was, you would transport the goods the additional distance from the old agency to the new, at the rate of ten cents per 100 pounds for every ten miles during the summer months, and at the rate of twelve cents per 100 pounds for ten miles during the winter months?—A. Yes, sir; and \$1.20 to the old agency during the winter months.

Q. After the removal of the agency, and the goods began to be tran-

sported from Cheyenne to the new agency, you claim that you are entitled during the summer months for eighty-six miles, at the rate of ten cents, from the old agency to the new?—A. From the old agency to the new—I did not claim more than that, but I offered to settle for that.

Q. You did claim that you were entitled, under that arrangement, to receive all the while the fixed amount to the old agency, and in determining what Mr. McCann should pay you from Cheyenne to the new agency, it was only necessary to ascertain the distance from the old agency to the new?—A. That was all between me and Mr. McCann.

Q. Then you claim that you were entitled to receive for ninety-one miles?—A. Yes, sir.

Q. From the old agency to the new?—A. Yes, sir.

Q. Mr. McCann paid you for seventy-five miles?—A. Yes, sir.

Q. That is all he is willing to pay you?—A. That is all he has been willing to pay so far.

Q. Has he refused to pay you more than that?—A. Yes, sir.

Q. But notwithstanding you thought you were entitled to ninety-one miles, you consented to take compensation for eighty-six miles?—A. Yes, sir.

Q. You thought you were entitled to ninety-one miles from the old agency to the new?—A. Yes, sir.

Q. But what did you consent to compromise upon from the old agency to the new—not the entire distance, but from the old agency to the new?—A. I do not know as there ever was any proposition made outside of \$1.86 during the summer months, or that he would allow me for 186 miles, and figure on it whatever it would come to according to the contract. Winter months he pays me \$1.20 for 100 pounds for 100 miles, and I agreed to settle for 186 miles; for the summer months I take \$1.86.

Q. That is the entire distance?—A. Yes, sir.

By Mr. RAINEY:

Q. Did you get paid for 175 or 186 miles?—A. One hundred and seventy-five.

Q. And what do you still claim; cannot you settle fully, or do you still claim more?—A. I claim the other 11 miles, the way Mr. McCann and me talk.

Q. And that is still pending?—A. Yes, sir; he never would pay me for the 86 miles—only settled with me for 75, and I told him that unless he did settle with me for the 186 miles there would be some trouble about it; and I was going to have the road measured, and it has been that way.

By Mr. ADAMS:

Q. He never has agreed to pay you more than \$1.75?—A. No, sir.

By Mr. GIDDINGS:

Q. I understand that you bid for contracts for transportation?—A. Yes, sir.

Q. You did not get it?—A. I got one from the Government—the War Department.

Q. Do you know of any accommodations by which contracts were controlled, known as the Indian ring?—do you know of any Government agent or officer that receives anything from any contractor or bidder, either in the shape of a present, or a consideration for getting the contract?—A. No, sir; I do not.

Q. Do you know of any goods being changed and others substituted in their place?—A. Well, no.

By Mr. RAINEY :

Q. I understand you that when you put your bid in, you bid at \$1.17 ?
—A. Per 100 pounds per 100 miles.

Q. And that the award was given to Mr. McCann at \$1.20 ?—A. Yes, sir, from what I have understood.

Q. Did you put in that bid before you had traveled over that road and was aware of the distance you had to go and the difficulty you would encounter on the road ?—A. No, I did not know much about the road.

Q. What is your opinion now—do you think you would have made money last year at \$1.17 ?—A. I would have made some money out of it. I thought at the time I could have made money.

Q. And yet the contract you made with Mr. McCann is, you get \$1.15 now ?—A. One dollar a 100 pounds for the summer months and \$1.20 for the winter months.

Q. Which, on an average, would be, I suppose, \$1.17—just exactly what you put your bid in for ?—A. No, it would be on an average not over \$1.05.

By Mr. ADAMS :

Q. Do you find that you are able to make some money under your arrangement with Mr. McCann now ?—A. Well, yes; if I was not, I could not do it.

Q. You live in Cheyenne, I believe you said ?—A. I make that my headquarters.

Q. Do you know anything about the current price of grain in Cheyenne last fall—you have to buy grain there for your teams—do you remember about the price of corn? I would like to know.—A. What time last fall ?

Q. In the months' of September, October, and November ?—A. We used to pay \$1.70 for 100 pounds.

Q. Was that wholesale or retail ?—A. Buying it in small quantities.

Q. Small quantities, how small ?—A. In such quantities as we would use, one thousand pounds or so.

Q. That is what it cost you in Cheyenne, when you bought it for the purpose of your freighting, about \$1.70 per hundred pounds ?—A. Yes, sir.

By Mr. BUTLER :

Q. Did you hire any teams to help you to transport these goods ?—A. Yes, sir.

Q. What sort of teams did you hire ?—A. I hired ox teams.

Q. How many yoke ?—A. I could not say how many yoke just; some of them worked four and some of them five, and some seven.

Q. Did you hire them by the day ?—A. No, sir.

Q. Did you hire them by the hundred ?—A. Hired them by the hundred.

Q. You did not hire them by the day ?—A. No, I did not.

Q. Do you hire your drivers by the month or the day ?—A. I hire them by the month, and sometimes pay them for the days they work, and do not pay them for the days that they lay over in the winter time; sometimes I hire them one way and sometimes a different way.

Q. What is your average price for drivers ?—A. I have generally paid them all alike; some I pay \$25 a month, and sometimes \$30, and I have paid as high as \$40 and their board.

Q. You board them ?—A. Yes, sir.

Q. What is that about worth a day, to board a driver?—A. My men cost me about 45 cents a day.

Q. How much does it cost you to feed your cattle; how much a yoke does your feed cost you?—A. Never cost me anything to feed my cattle, except my herder.

Q. In November, and December, and January, did it cost nothing to feed them?—A. No, sir.

Q. They live on grass?—A. Yes, sir.

Q. You do not feed them any grain?—A. No, sir.

Q. In hauling goods from Cheyenne to the new Red Cloud agency, is there always grass on that route?—A. Well, there is generally enough for cattle to feed, unless it is snowed under, so that they cannot get at it, but that has not been the case this winter.

Q. How was it last?—A. It was not last winter; I have never seen it so but what stock could get something; it might be covered sometimes for a day or two.

Q. In hauling these supplies from Cheyenne to the new agency, you have never fed any grain?—A. No, sir.

Q. Nor hay?—A. A little hay once in a while in Cheyenne for cattle.

By Mr. SMITH:

Q. Does the corn at \$1.70 per 100 pounds, at Cheyenne, include the sack?—A. That was oats; corn was somewhat less; I do not know how much.

By Mr. ADAMS:

Q. Corn is less the hundred pounds than oats?—A. Yes, sir.

Q. Corn was something less than \$1.70?—A. Yes, sir.

By Mr. SMITH:

Q. Does that include the sacks?—A. That includes the sacks.

Testimony of Horace W. Moore.

WASHINGTON, D. C., May 14, 1874.

HORACE W. MOORE sworn and examined.

By the CHAIRMAN:

Question. State your age, residence, and occupation.—Ans. I am thirty years of age; reside at Cheyenne, Wyoming, and my occupation at present is store-keeper of Indian supplies at Cheyenne, under Indian Agent Saville.

Q. This committee has been charged with the duty of investigating into and examining alleged frauds said to have been committed by the officers of the Government in charge of Indian affairs, in the matter of furnishing supplies and transportation to the Indians in the fiscal years ending June 30, 1873, and June 30, 1874. Now, you can state to this committee whether you know anything that would tend to prove such frauds, unfairness, or irregularity, and if so, state what you know personally thereof. You can first state whether you know of any.—A. I do not know of any.

Q. How long have you been at Cheyenne?—A. I have been there two years the first of this month, in the employment of the Government.

By Mr. ADAMS:

Q. I will ask you to state whether or not, in addition to your being a

■re-keeper for the Government, you are not the agent for Mr. McCann?
—A. I was, for a while.

Q. During what period were you Mr. Cann's agent?—A. From July to November, 1873; about five months.

Q. The Mr. McCann referred to is the contractor for transportation from Cheyenne to the Red Cloud agency?—A. Yes, sir.

Q. What is his first name?—A. D. J. McCann, of Nebraska City.

Q. What were the nature of the duties that you were required to perform for Mr. McCann as his agent?—A. Employing teams to transport supplies to the Red Cloud agency.

Q. Did you superintend the payment of Mr. McCann's employés?—A. I did, sir.

Q. Have all the supplies of goods been shipped to Red Cloud by Mr. McCann under his contract for the present fiscal year?—A. I think not; there is some flour and saleratus to go yet.

Q. How much freight remains untransported?—A. I cannot say exactly.

Q. You can approximate it, perhaps. What I am driving at is to ascertain how much of the freight required to be transported by Mr. McCann, under his contract for this fiscal year, has not been transported. You cannot, of course, give an exact statement, but you can approximate to it?—A. I cannot tell how much has been shipped. I know that all the sugar, coffee, bacon, soap, and tobacco has been forwarded.

Q. Can you not tell whether half or two-thirds of the entire amount of freight has been transported?—A. I should say nine-tenths of it has been transported. There is nothing in the warehouse there except 118 boxes of saleratus and some flour.

By the CHAIRMAN:

Q. Do you mean to say that nine-tenths of what has been received at Cheyenne has been transported, or nine-tenths of what is required by the contract?—A. I do not know anything about the contract. I mean nine-tenths of what has been received there.

By Mr. LAWSON:

Q. Your knowledge only extends to what supplies have been received at the agency?—A. That is all.

Q. You have no knowledge of what has been contracted for by McCann or other parties?—A. No, sir; I have not.

By Mr. ADAMS:

Q. During what months are the greater portion of these supplies shipped?—A. I cannot tell without the books.

Q. Have you no idea what amount has been transported during the months of January, February, or March, as compared with the previous months?—A. No, sir.

Q. Do you know what the freighters who have been employed in the transportation of these goods from Cheyenne to the present location of the Red Cloud agency estimate the distance at by the route which they passed?—A. It is generally estimated at from 180 to 190 miles.

Q. Give the names of the subcontractors of Mr. McCann; the persons who transported the goods with their own teams.—A. On written contracts?

Q. I do not care whether it was a written or verbal contract. I am now trying to ascertain the names of the persons Mr. McCann had employed to do this work with their own teams.—A. There was only one.

man who took a contract to haul supplies, and that was Charles Hecht. He had a written contract. There were other persons employed; John Friel; J. W. Perkins—he made one or two trips; D. W. Thompson, or Hawk, as he is called there; the Mexican outfit and others, I cannot recollect their names. There were twenty or twenty-five teams.

Q. All these gentlemen, whom you have mentioned, had contracts?—
A. Do you call them contracts when they are hired or employed?

Q. A man may have a contract which is not written down; it may be a verbal one. These men used their own teams, and not McCann's?

—A. Yes, sir; always used their own teams.

Q. State, if you please, what proportion of the supplies shipped by Mr. McCann had been shipped by his own teams, and what proportion had been shipped by the teams of other parties employed by him. You cannot, of course, give the exact amount, but give an approximate idea.

—A. I should judge about three-fourths had been shipped by other parties outside his own teams.

Q. How much did you pay Mr. Hecht as Mr. McCann's agent for hauling to the Old Red Cloud agency?—A. I have forgotten whether it was \$1 or 1.10 to the Old Red Cloud.

Q. How much did you, as Mr. McCann's agent, pay to Mr. Hecht for transporting from Cheyenne to the New Red Cloud agency?—A. I paid him \$1.75, with the understanding—

Q. What was that \$1.75 for?—A. For hauling 100 pounds to the New Red Cloud agency from Cheyenne, but there was an understanding that Mr. Hecht was to settle afterward with Mr. McCann. The distance had not been estimated, and I had no authority to pay.

By Mr. LAWSON:

Q. Was this \$1.75 for 100 pounds for the whole distance?—A. Yes, sir, for the whole distance. That was during the summer months; in the winter he got more; how much more I do not know, because I turned it over to Mr. Nagle in December.

By Mr. ADAMS:

Q. Do you mean that Mr. Hecht got from Mr. McCann, or that there was any understanding that Mr. Hecht should have any more than his written contract called for?—A. Yes, sir; his written contract called for so many miles; the agency might be moved, and of course he would have more.

Q. The question I am asking you is this: was there any understanding that Mr. Hecht was to get any more from Mr. McCann than what his written contract provided he should get?—A. No, sir; only what his written contract called for.

Q. Did you ever see that written contract?—A. Yes, sir; I had it in my office.

Q. Look and see if that is a copy of the contract? [Paper handed witness.]—A. I should judge that that was the contract.

Q. Did you furnish Mr. Walker, an agent sent out by the Board of Indian Commissioners, with a copy of the original contract?—A. I did.

Q. Do you know whether it was a correct copy?—A. I handed him the original contract and allowed him to copy it.

Q. I want to ask you if there was no difference between you and Mr. Hecht when you settled with him as Mr. McCann's agent, as to the distance between Cheyenne and the New Red Cloud agency?—A. There was.

Q. What distance did Mr. Hecht claim?—A. He wanted me to pay him more; I do not recollect exactly what it was. I paid him \$1.75;

he said he should have more, and I told him he must settle that with Mr. McCann.

By Mr. LAWSON:

Q. Why did you refuse to pay him?—A. I left that for Mr. McCann to settle.

Q. You had some instructions from somebody?—A. No, sir; I did not feel authorized to pay more than that; that was what I had been authorized to pay the other contractors.

By Mr. ADAMS:

Q. You felt yourself authorized to pay whatever the written contract called for?—A. No, sir; I did not.

Q. What amount did you feel yourself authorized to pay?—A. I thought I would feel myself authorized to pay \$1.75.

By Mr. LAWSON:

Q. How did you arrive at that particular amount?—A. Because I was paying all the other freighters that; at least most of them; some I was paying less.

By Mr. ADAMS:

Q. You felt it was your duty, as Mr. McCann's agent, to pay him what you were paying to others, rather than what the contract called for?—A. I had nothing to do with the contract.

Q. You were representing Mr. McCann, who had a contract with Mr. Hecht. Now, what I want to ask you is this: How did you close on \$1.75 as the proper amount to pay Mr. Hecht under the contract?—A. Because I was paying the others that. If there was any balance due him he could settle with Mr. McCann.

By Mr. COMINGO:

Q. Do you know of Mr. McCann paying any contractors for a greater distance than you had paid them?—A. There was no distance estimated to the other bidders at all.

Q. Do you know of his paying the other contractors anything in addition to what you paid them?—A. No, sir.

Q. If he had paid them anything in addition do you think you would have known it?—A. No, sir.

Q. Do you know of his paying Mr. Hecht anything more than you paid him?—A. I think he paid Mr. Hecht; I think I had some conversation with Hecht in which he told me that McCann had paid him the balance; that he had settled it with McCann when he was there.

Q. Do you know what Hecht claimed as the distance between Cheyenne and the new agency at Red Cloud?—A. About 178 or 180 miles.

By Mr. LAWSON:

Q. This contract provides that McCann shall pay one dollar from Cheyenne to the present location of said agency, and ten cents for each one hundred pounds for every additional ten miles, from the present location to the point where said depot may be located. Did this dispute between you and Hecht arise from a difference of opinion as to the distance between the old agency and the new?—A. Yes, sir.

Q. You claimed it was only 75 miles?—A. I had no knowledge as to how much the distance was.

Q. You said you paid him \$1.75?—A. Yes, sir.

Q. How much did he claim the difference was? Did he claim that it was more than 175 miles?—A. Yes, sir, from Cheyenne.

By Mr. ADAMS :

Q. Can you approximate the amount of freight that was shipped under the McCann contract prior to October 20, 1873?—A. I cannot.

Q. Will your books show it?—A. Yes, sir.

Q. Are you able to state that more freight was shipped prior to October, 1873, or more subsequent to that time?—A. I could not.

Q. You say that you do not remember the distance that Mr. Hecht claimed in the controversy between you and him from Cheyenne to the Red Cloud agency?—A. I do not.

Q. Didn't Mr. Hecht inform you in an affidavit what he considered the distance to be?—A. I do not remember what the affidavit said ; it was somewhere between 180 and 190 miles ; he has informed me since I have been here.

Q. What did you pay Mr. Perkins?—A. I paid him \$1.75.

Q. For the entire distance?—A. Yes, sir.

Q. Through what months was Mr. Perkins employed by Mr. McCann?—A. I cannot say ; he made one or two trips.

Q. What did you pay \$1.75 for?—A. For one hundred pounds to the new Red Cloud agency.

Q. What did you pay Mr. Friel?—A. The same, \$1.75.

Q. What did you pay the Mexican outfit that you alluded to?—A. I paid them \$1.50 for one hundred pounds through to the new agency, part of the time.

By the CHAIRMAN :

Q. That was during the summer months?—A. Yes, sir.

By Mr. ADAMS :

Q. What did you pay them during the winter months?—A. They received \$2 per hundred pounds through.

Q. How much did you pay Matt. Dobson?—A. One dollar and seventy-five cents.

Q. During what months?—A. During the summer ; that was what he received prior to December 1. He received \$2 during the winter months.

Q. These other payments were prior to December 1?—A. Yes, sir. I made them myself.

Q. When you speak of what they got during the winter, do you know what they got during the winter months?—A. I always understood they got \$2.

Q. The payments that you made to all these other gentlemen, except Mr. Hecht, were considered a final settlement. Did they claim any more?—A. No, sir ; I never heard that they claimed any more.

Q. In reference to the amount that you paid Mr. Hecht ; I have not fairly got at the reasons which induced you to pay Mr. Hecht \$1.75. I want to ask the question ; did you pay him what you thought he was entitled to under the terms of the contract with McCann?—A. I did not. Money was scarce, and I was trying to divide it all up among the men.

Q. But you did pay to all of them what they claimed was due them, with the exception of Hecht?—A. I did.

By Mr. LAWSON :

Q. The others considered that the payment you made, as payment in full,?—A. Yes, sir ; I thought I would pay them up as they had no written contract. Hecht had a written contract, and he could fall back on that.

By the CHAIRMAN :

Q. You didn't pay him what you thought Hecht's written contract might demand?—A. No, sir.

By Mr. ADAMS :

Q. I will ask you to look at the contract and tell us what you think it did call for?—A. I do not remember the distance he claimed; it was about 180 miles.

Q. Look at the contract.—A. I know what the contract says: 12 cents for each additional ten miles in the winter, and ten cents in the summer for each 100 miles.

By Mr. LAWSON :

Q. How many miles is it from the old agency to the new by the usually traveled route?—A. I do not know except from hearsay; I have never been over it; I know what freighters call it.

Q. What do they call it?—A. They call it from 180 to 190 miles.

Q. I am asking as to the distance from the old agency to the new.—
A. Somewhere between 75 and 85 miles.

By Mr. ADAMS :

Q. You haven't answered the question I put to you. You say you refused to pay Mr. Hecht all that he was entitled to under the contract. Now, I want you to state to the committee what you did think he was entitled to, and how you made your calculation in determining the amount to which he is entitled?—A. It was simply from his statement that it was so much farther.

Q. From what point to what point?—A. From Cheyenne to the new Red Cloud agency.

Q. But his contract had nothing to do with the distance from Cheyenne to the new Red Cloud agency. It has only to do with the distance from the old agency to the new one?—A. His contract, I think, calls for so much a mile from the old Red Cloud agency to the new.

By the CHAIRMAN :

Q. Have you been stating what you paid Mr. Hecht from Cheyenne to the new agency, or from the old agency to the new?—A. I first stated, what I paid him, to the old agency.

Q. Which was how much?—A. It was \$1 and \$1.10.

Q. But the other amount, which you paid, \$1.75, was from Cheyenne to the new agency?—A. Yes, sir.

By Mr. COMINGO :

Q. How much more did he claim?—A. He claimed for 8 or 10 miles.

By Mr. ADAMS :

Q. He claimed the distance from the old agency to the new was 8 or 10 miles more than you had paid him for?—A. Yes, sir.

Q. What distance did you estimate it at when you paid him \$1.75?—
A. I did not pay him for any distance; I just paid him \$1.75 outside of any distance; I paid him what I was paying the others.

By Mr. LAWSON :

Q. Do you recollect what Mr. Hecht claimed for 100 pounds from Cheyenne to the new agency?—A. No, sir; I do not. We had some dispute in regard to the distance.

By Mr. ADAMS :

Q. You have stated to the committee that you did not pay Mr. Hecht

all that he was entitled to under his contract. Now, I want to ask you what you thought he was entitled to under his contract.—A. I did not think anything about it; I just paid him \$1.75, as I was paying the rest. If he had any more due him he could settle it with Mr. McCann; consequently, whenever I made out a bill of lading for Hecht, I left the amount blank, "paid through." In all the other bills of lading we put in the amount, so much for 100 pounds through to the agency, \$1.75 or \$2 per 100 pounds. Hecht's was left blank at his request, and I paid him \$1.75.

Q. If the distance from the old Red Cloud agency to the new Red Cloud agency was 75 miles, you would have paid him exactly the correct amount, would you not?—A. I do not know.

Q. How long has Mr. Hecht been employed by Mr. McCann?—A. Since some time along the first part of July.

Q. Has he continued in Mr. McCann's employment since that time?—A. Yes, sir.

Q. Up to day?—A. He is, except he made some trips to Laramie during the excitement there.

Q. Is he still doing business under that contract for McCann?—A. No, sir; there is no freight for him to haul.

Q. During the time that McCann had freight, did Hecht continue to do business for McCann under the terms of that contract?—A. He did.

Q. How long have you been out in that country and familiar with freighting?—A. I have been at Cheyenne two years and a little over; before that I was up at the Red Cloud agency.

Q. How long have you been at the Red Cloud agency?—A. I was up there about four months.

By Mr. BUTLER:

Q. In a contractor subletting or employing another person to transport the Indian goods, who is the responsible party to the Government?

[Objected to by Mr. Adams, but allowed by the chairman.]

A. I do not know.

Q. Is it customary for the contractor to pay as much or more to the subcontractor as he gets from the Government?—A. No, sir; he usually gives him a great deal less.

Q. Suppose under these verbal contracts the goods were lost or stolen, or that they were damaged, who is responsible for them? Would Mr. Hecht be responsible to the Government or to Mr. McCann?—A. He would be responsible to Mr. McCann.

Q. Who makes up all damages or deficits to the Government, the contractor or the subcontractor?—A. The contractor, I suppose, and he holds the contractor under him responsible to him.

By Mr. COMINGO:

Q. Do you know anything about the responsibility either way?—A. No, sir.

By Mr. BUTLER:

Q. Do you know the distance from Cheyenne to the old Red Cloud agency, and from the old Red Cloud agency to the new, except what you have been told?—A. No, sir; I have never been over the road.

Q. How many roads are there from the old agency to the new?—A. I cannot say; I have never been out in that country. I know there is a lower road and an upper road.

Q. A road across the ridges and a road down the river around the ridges?—A. Yes, sir.

Q. Have you any idea of the difference between the two roads?—A. I have not; one is shorter than the other.

By the CHAIRMAN:

Q. Is it necessary in getting from Cheyenne to the new agency to go to the old agency first and then strike the new road?—A. So far as I understand freighters they cross about six miles below the old agency.

Q. That is the present new road?—A. Yes, sir; it was moved from the old agency right across.

By Mr. RAINEY:

Q. Suppose the subcontractor should sustain a loss between the point of departure and the terminus, who indemnifies him for that loss; suppose he should lose some stock, who indemnifies him, the Government or the regular contractor?—A. I do not know that anybody does.

By the CHAIRMAN:

Q. I observe that this contract provides that during certain months, January, February, March, and April, Mr. Hecht was to be paid \$1.20 per 100 pounds to the old agency, and 12 cents for each additional ten miles. Did you make any payments for transportation during those months?—A. I have not made any payments since December 1. I can give you what I understand they have been receiving.

By Mr. BUTLER:

Q. I understand you that you claim to have paid Mr. Hecht \$1.75 without reference to any calculation under that contract at all?—A. Certainly.

Q. You were short of money, and you just paid him that, and he and Mr. McCann could settle with him afterward?—A. Yes, sir.

Q. And you understand that they did arrange it afterward?—A. Yes, sir.

By Mr. ADAMS:

Q. Did you understand that they did arrange it?—A. Yes, sir. I understand they did settle it when McCann was out there.

Q. How did you understand they arranged it?—A. I did not understand that. Hecht said one day, "I have got that thing fixed." That is all.

By Mr. LAWSON:

Q. They didn't tell you how they had fixed it?—A. No, sir; they didn't.

By Mr. BUTLER:

Q. He seemed to be satisfied?—A. Yes, sir; he seemed to be perfectly satisfied.

By Mr. LAWSON:

Q. In the employment of Hecht was McCann at any other expense except what he paid Hecht, in the shape of persons to protect the trains?—A. Not that I know of.

Q. What is the custom when subcontractors are employed by the regular contractors in regard to furnishing guards for trains?—A. They run their own risks. They did not have any protection except themselves. They never carried any arms until after this excitement.

By Mr. ADAMS :

Q. I understand you to say that as Mr. McCann's agent you employed a good many other persons with their teams ?—A. I have.

Q. Did you ever stipulate to pay them any more than the amount you have indicated ?—A. No, sir. I simply went to them and asked them what they would load for ; they asked me what I was paying, I told them, and they loaded up. That is all of it.

Q. You never paid them anything for any loss they might have sustained, or for help to protect their trains? You didn't agree to pay anything of that kind, and you didn't pay them ?—A. No, sir.

Q. Did they demand any kind of indemnity ?—A. No, sir.

Q. How many persons did you employ? McCann, as I understand you, employed Hecht. How many of those persons did you employ? Just give the names of those with whom you made contracts or arrangements, or whatever you choose to call it.—A. Perkins; Matt. Dobson; Friel had an arrangement with McCann.

Q. How many teams did they have; more than one team each ?—A.

A. Some had three and some four. Matt. Dobson had three or four teams. Friel had ten teams.

Q. How many teams in the Mexican outfit ?—A. Eighteen or nineteen wagons, and probably fourteen or sixteen teams. Some of them were double wagons.

By Mr. LAWSON :

Q. Teams of five yoke of oxen ?—A. Yes, sir. They generally allow from eighty to one hundred and four thousand pounds on a trip.

Q. Do you mean to a train or to a wagon ?—A. A train.

Q. How much did each wagon generally take ?—A. They varied. Some outfits loaded heavy, and some light. On the large wagons they put from 6,000 to 7,500 pounds; on the trail wagons from 3,000 to 3,500.

Q. Did not this Mexican outfit carry the bigger portion of the freight ?—A. No, sir.

Q. Have you any idea of the proportion of freight this Mexican outfit carried ?—A. No, sir.

Q. Have they not carried more of it than any one individual or firm ?—A. No, sir.

Q. Who have carried more ?—A. Hecht has carried more.

Q. How many teams did Hecht have ?—A. He had ten teams.

Q. And the Mexican outfit fifteen ?—A. Yes, sir.

Q. Was Hecht's trips more frequent than the Mexicans' ?—A. Yes, sir.

Q. When did these wagons begin to take lighter loads ?—A. They carried about the same, summer and winter.

Q. Was there any difference in the amount each wagon would carry after the removal of the agency from old Red Cloud to the new ?—A. I do not think there was. There may have been two hundred pounds difference.

By the CHAIRMAN :

Q. How many teams were required altogether to transport the Indian goods ?—A. I could not say.

Q. Could you approximate it ?—A. There has been so many teams employed that I could not say; may be fifty or seventy-five teams.

Q. Have you stated in your testimony the amount that Mr. McCann carried himself ?—A. I have stated it.

By Mr. LAWSON :

Q. I would like to call the attention of Mr. Moore to the provision of the contract which says that Mr. Hecht shall have the right to carry one-fourth of all the goods so furnished.—A. That is through to the new agency.

Q. In furnishing goods to Mr. Hecht did you go strictly in accordance with this and give him one-fourth of the transportation?—A. No, sir; I did not.

Q. Did he transport one-fourth?—A. I could not say whether he did or not, because I did not give much attention to what he transported.

By Mr. COMINGO :

Q. Do you know of any Government contractor who gave any money or bribe to a Government agent?—A. No, sir.

By Mr. ADAMS :

Q. What is the lowest price you paid for freighting from Cheyenne to the new Red Cloud agency?—A. One dollar and fifty cents is the lowest.

Q. And one dollar and seventy-five cents is the greatest?—A. I do not remember.

WASHINGTON, D. C., *May 19, 1874.*

MARTIN GIBBONS sworn and examined.

By Mr. LOWE, (in the chair :)

Question. You may state your name.—Answer. Martin Gibbons.

Q. Your age?—A. Twenty-nine.

Q. Residence?—A. Red Cloud agency.

Q. Occupation?—A. Corral-master.

Q. This committee is charged with the duty of investigating alleged supposed frauds in the matter of contracts, and transportation or the administration of Indian affairs, and if you are aware of any facts going to show any irregularities, frauds, or unfairness in the matter of contracts, transportation, or the administration of the Indian Bureau, you will please state those facts to the committee.—A. In regard to what form?

Q. In regard to the forming, making, or execution of contracts, transportation, delivery of supplies; any matters in reference to the forming or the execution of contracts in reference to Indian supplies of goods or the management of that branch of the Indian business. If there are any facts in that scope involving any irregularities, frauds, or unfairness, you may state those facts to the committee for the fiscal years ending June 30, 1873, and June 30, 1874: I do not know what particular point you are expected to testify to, but in that range, if there are any facts within your knowledge, please state them.—A. I cannot give any answer to that. I am not posted in the subject at all, therefore I cannot form an opinion.

By Mr. McNULTA :

Q. Tell any instance where you know of any person swindling the Government, or defrauding it in any way, or any officer of the Government making profit out of the administration of Indian affairs improperly.—A. No, sir; I do not.

By Mr. ADAMS:

Q. You say you are corral-master?—A. Yes, sir.

Q. What are the duties of corral-master?—A. Taking care of stock generally; attending to things around the agency.

Q. Does that include the agency herd of beef-cattle?—A. No, sir; only the horses and mules while they are there, and attending to and keeping things in order.

Q. Do you know anything about the herd which was kept by the agent—Agent Saville—having been turned off into the herd of the contractor who was furnishing the beef for that agency? If you do, tell all you know about it.—A. They were turned back last fall, after the herd had stampeded and scattered over the country, and the herders gathered up all they could and turned them into Mr. Bosler's herd, and Mr. Bosler's men gathered up some more, but I could not say how many were turned back.

Q. Do you know anything about any receipt having been given by the agent for cattle, before the cattle were delivered to the agency?—A. No, sir. I have no way of learning anything of the kind.

Q. Do you know anything of the size and weight of the cattle that were delivered?—A. I saw the cattle—all of them. They were all good, large cattle for Texas stock. They were in very good condition.

Q. How do you know whether stock are Texas stock, or whether they are what is called northern winter cattle?—A. By the make and shape of the cattle. That is all I can tell by.

Q. What was the character of the cattle delivered at that agency during the last year? Were they Texas or northern cattle?—A. I could not say any more than that I was told that they were wintered in Colorado the winter before. Last winter they were wintered, of course, on the Platte River. They came there early last summer.

Q. Do you know anything of the number of Indians that have been there at that agency to be supplied during the season?—A. No, sir.

Q. Do you know anything about whether the issue of beef to the Indians has been in excess of their needs at particular times?—A. No, sir; I could not say.

Q. Do you know how the weight of the cattle was ascertained by the agent, when they were delivered to him?—A. I believe it was in November that he got the scales put up, and every head was weighed after he got his scales put up. I helped to weigh them all; that is, in driving them on and off the scales.

Q. The cattle that were delivered subsequent to the erection of the scales, were they as large as the cattle that had been delivered previously, or were they smaller?—A. That I could not say. They all seemed to be a very fine lot of cattle, as far as the looks went.

Q. How did the agent ascertain the weight before he got his scales up?—A. He went into the herd and picked out an average of the cattle, and slaughtered them, and then weighed them after they were slaughtered. He weighed the meat.

Q. Did you ever assist in picking an average?—A. No, sir.

Q. You do not know anything about whether the cattle that were slaughtered and weighed were average cattle or not?—No, sir; I could not say.

Q. How often have you traveled over the route from Red Cloud to Cheyenne?—A. I never have traveled over the road from the old agency to Cheyenne. I have traveled over the road from the old agency to the new one once, going over there when it was moved over there last summer.

Q. You say you know nothing about the number of Indians that were at that agency during the last winter?—A. No, sir; I could give no accurate account of them at all.

Q. Do you know what the estimated distance among freighters is from the Red Cloud agency, by the route which they travel to Cheyenne?—A. I have heard it called different distances by several. I have heard it called, from the old agency, from 75 miles to 100 miles; 105 miles some men call it, from the old agency. I called it, by traveling over it once, 85 miles, from the agency on the Platte.

Q. Do you know what the freighters who have been carrying freight generally estimate the distance at?—A. No, sir; only what I have just heard them say.

By Mr. McNULTA :

Q. What is your opinion as to the cattle that were weighed? By the weight, were they a fair average, or were they above or below the average?—A. That I could not say. I could not answer that.

Q. You saw the cattle that were weighed, did you?—A. I saw them in a herd altogether. I did not see them picked out.

Q. You was not there at the time of the weighing?—A. No, sir; not when they were weighed by average.

By Mr. ADAMS :

Q. Could you form any idea, from looking at the herd, what the herd would average?—A. No, sir; not myself; I could not.

By Mr. McNULTA :

Q. Did you know or see anything around there that would indicate that the Government was paying for more meat than what the Indians were getting?—A. No, sir.

By the CHAIRMAN *pro tem.* :

Q. Do you know of any transaction in the administration of Indian affairs there, coming under your observation, in which any officer of the Government or Indian agent received any compensation, or made any profit out of the supplies of property delivered to the Indians, directly or indirectly?—A. No, sir.

By Mr. McNULTA :

Q. Do you know of any officer or agent of the Government having accepted any presents from any man furnishing or transporting supplies?—A. No, sir.

Q. I mean any considerable present?—A. No, sir.

Q. What was the character of the meat furnished, that is, for that country? Was it good, bad, or indifferent?—A. It was good meat.

Q. Do you know of anybody using any of the supplies furnished by the Government for the Indians, or of their having been sold anywhere?—A. No, sir.

By the CHAIRMAN *pro tem.* :

Q. Are you acquainted with the markets at Cheyenne?—A. No, sir; on my way down, that was the first time I was in Cheyenne for three years.

By Mr. McNULTA :

Q. Is not that the place where the corn was bought?—A. I believe the corn was purchased in Cheyenne.

Q. Do you know of any instance where the cattle that were paid for

by the Government was afterward permitted to be taken by any contractors or any other persons in any way?—A. No, sir; I do not know of any instance of the kind.

Adjourned.

WASHINGTON, D. C., May 20, 1874.

MARTIN GIBBONS recalled and further examined.

By Mr. ADAMS:

Question. I want to ask you this morning if you have any recollection of the general character of the cattle delivered at this agency by the contractor?—Answer. The general character that I would give them is that they were good cattle.

Q. When you say good cattle, do you mean that they were large cattle, or in good order?—A. They were in good order.

Q. Were they large or small cattle?—A. Some of them were large and some of them small.

Q. What would be about an average of the cattle delivered?—A. What they weighed—what the average was? Between nine and ten hundred pounds.

Q. I want to ask you whether the cattle delivered after the scales were put up were, as a class, larger or smaller than those delivered before the erection of the scales?—A. I could not say whether they were or not.

Q. Do you remember to have noticed a herd of cattle that was weighed when Mr. Walker, of the Board of Indian Commissioners, was present?—A. Yes, sir; I was there and helped to weigh them.

Q. I will ask you if you did not remark to Mr. Walker at the time that that herd of cattle was the most even-sized herd, by long odds; that had been delivered during the year?—A. It was, sir, up to that time. I made that remark.

Q. It was the most even-sized herd up to that time that had been delivered?—A. Yes, sir.

Q. What time was that?—A. I think it was in November.

Q. Did you not remark to Mr. Walker that the average weight of that herd of cattle was greater than any that had been delivered up to that time?—A. I am not positive whether I did or not.

Q. As you were there, and helped to weigh that herd of cattle, and you were making observations in reference to it, I will ask you this question: Is it not a fact, whether you made the statement to Mr. Walker or not, that that herd weighed when Mr. Walker was present would have averaged more than any herd that had been delivered during the year?—A. Yes, sir; I did make such a remark to Mr. Walker.

Q. Do you now state to this committee, as a fact, that that herd of cattle was the best herd, and would have averaged more than any herd delivered prior to that time?—A. No, sir; I could not make no such statement, because I am not sure; I am not positive of it.

Q. If you made the statement to Mr. Walker, why cannot you make the statement to this committee?—A. All the statement I made to Mr. Walker was that they were the evenest herd of cattle that I had seen delivered at the agency.

Q. You did not make any statement to Mr. Walker about their averaging more than usual?—A. I said that they were the most even lot of

cattle that I had seen there. That was my statement made to Mr. Walker.

Q. And you are not prepared to say whether they were heavier or not?—A. No, sir.

Q. Are you prepared to say whether they were as heavy as any lot that had been delivered?—A. I believe they were.

Q. How many beeves is it customary to issue to the Indians at a time, at an issue?—A. They ranged along from 150 to 400 last winter.

Q. Did not they have regular times for issuing cattle, and how does it happen that there was such a great difference in the quantity issued at different times?—A. Sometimes it was stormy, and it was impossible to get cattle there at the right time, and it was delayed until they could get cattle there. Sometimes it would be fifteen days before they could make an issue; the weather was so bad and stormy that it would be impossible to drive cattle to the agency; the herd was kept between thirty-five and forty miles from the agency.

Q. That was the contractor's herd, you mean?—A. Yes, sir.

Q. Did not the agent keep a herd himself?—A. No, sir; not since it was broken up in November some time—about the 1st—between the 1st and the 11th.

Q. Do you remember during what months it was that for 15 days at a time there was no issue made?—A. It must have been in December and January.

Q. How often did that occur—that there was not any issue made for 15 days at a time?—A. Only when it could not be avoided.

Q. How often was it that it could not be avoided?—A. Two or three times.

Q. And those two or three times were during the months of December and January?—A. Yes, sir; I think they were.

Q. Was there not a stampede of the contractor's herd about the 1st October?—A. No, sir; I do not recollect.

Q. Is it true that there was not any delivery of cattle made by the contractor to the agent on the 1st October?—A. I do not know, sir.

Q. While the agent kept a herd of cattle at the agency, and was able to issue just such number of cattle as he chose, what was the usual number issued?—A. Between 150 and 160.

Q. How often were those issues made?—A. Four times a month.

Q. Then, you state to the committee that, up to some time in November, when the agent ceased to keep and herd, he made regular issue four times a month and issued 150 cattle at a time?—A. When he could get the cattle.

Q. Could not he always get the cattle, while he kept the herd himself?—A. Yes, sir; while he kept the herd himself.

Q. Then, my question has reference to the time when the agent kept a herd himself and prior to November, when he discontinued the keeping of a herd?—A. To the best of my knowledge, he issued four times a month.

Q. What days of the month?—A. First, eighth, fifteenth, and twenty-third.

Q. Then, you say that he did keep a herd up to some time in November?—A. Yes, sir; I believe he did.

Q. And up to that time he was able to issue four times every month—the 1st, 8th, 15th, and 23d; and he issued generally about 150 cattle at each issue; is that your statement?—A. That is as near as I can recollect. Of course there were a great many things transpiring there that I did not know anything about at all. I was not always at the agency.

Q. Do you recollect the general fact that up to November, when he discontinued the keeping of his herd, that it was his custom to issue on those days of each month?—A. Yes, sir.

Q. And that the number that he generally issued at a time was about 150 beeves?—A. No, sir; I could not say to 150. Sometimes there were more Indians there than at others. Sometimes half of the Indians would be off on a hunt, and they would not draw beef. Sometimes it would be 250 head.

Q. In answer to my question a while ago as to the number of cattle usually issued you answered about 150. What was your object in designating 150 as the number usually issued?—A. Because I had noticed that many being issued at one time.

By Mr. SHANKS :

Q. You said that sometimes, when there were more Indians, you issued 250?—A. I have seen that same fact.

Q. What would be the average number of cattle issued, take the months through?—A. I could not say.

By Mr. ADAMS :

Q. Did you ever know as many as 400 issued at one time?—A. I believe there were 410 issued at the time Mr. Walker was there.

Q. That was an unusually large issue, was it not?—A. I believe it was.

Q. Now, did you make any statement to Mr. Walker about the failure of the agent or his employés to weigh the freight of goods and supplies that were brought to that agency?—A. Mr. Walker asked me if the goods and freight were all weighed. I told him there were a great many articles that were not weighed. I did not mention any articles, and made no lengthy statement to him at all.

Q. This committee want you to tell them what proportion of the goods and supplies that were delivered were weighed, and what proportion were not weighed.—A. Coffee and bacon were always weighed; sugar or flour scarcely ever weighed, or soap, or anything like that; anything that came in whole, good, sound packages. If a box or a barrel was broken, it was weighed, as a general thing.

By the CHAIRMAN :

Q. Those goods that were not weighed were such goods as were marked according to commercial usage, such as a barrel of flour, and were considered as having so many pounds; and such an article as a box of soap, you regarded that as having been weighed, and as they appeared good it was held that the weights held out on the purchase were right. Is that the reason you give for not weighing them?—A. I believe so.

By Mr. ADAMS :

Q. Did not you mention it as an extraordinary circumstance, and did not you call attention yourself to the fact that goods were not weighed, and think it strange that such should have been the case?—A. I do not remember anything of the kind. Mr. Walker came to me and spoke to me, and asked me about it—just the remark I answered you before.

Q. Was the corn weighed?—A. Yes, sir. I received a good deal of corn myself off the trains, and that was all weighed.

Q. Where did the agency get the corn that fed the corral stock?—A. Oats in Cheyenne—generally purchased oats.

Q. Did not you ever feed your stock any corn?—A. We fed some of the corn that came for the Indians.

Q. You mean some corn that was substituted for flour?—A. I do not know whether it was or not. The agent kept an account of it, or his clerk did, of all that was fed to his own stock.

Q. Do you know anything about the quantity of cattle that was delivered by the contractor to the agent during the month of October?—A. No, sir.

Q. I believe you said you did not know whether an issue had been made to the Indians on the 1st October or not?—A. I did, sir; that I did not know.

Q. You do not know whether there were any cattle delivered by the contractor to the agent on the 1st October?—A. No, sir; I do not.

Q. Do you know anything about any receipt having been given by the agent to the contractor before the delivery of the cattle?—A. No, sir.

Q. You say you know nothing about the contractor's herd having been stampeded about October 1, before it was received by Anderson?—A. No, sir; not before it was received by Anderson.

Q. You stated a while ago, I believe, that the herd weighed when Mr. Walker was there you believed was one of the heaviest, and would average in size as much as, if not more than, any that had been delivered during the year?—A. I said it would average as much.

Q. Do you regard that as one of the best herds that had been delivered?—A. I said it was as good as any I had seen there.

Q. Was it better than some you had seen delivered?—A. It was better than some I had seen delivered in the latter part of the winter and the spring of the year.

Q. In the spring of the year? Was it better than some you had seen delivered prior to that time?—A. They were a better lot of cattle.

Q. They were a better lot of cattle than several herds you had seen delivered previous to that time?—A. I could not say they were a better lot of cattle. They were a more even lot of cattle.

Q. Would they average more?—A. That I could not say, whether they would or not.

Adjourned.

WASHINGTON, D. C., *May 26, 1864.*

BORNELIUS FERRIS sworn and examined.

By the CHAIRMAN:

Question. State your age, residence, and occupation.—Answer. I am in business at Fort Randall, Dakota; age, thirty-six. I am connected with a trader at the post.

Q. This committee is charged with the duty of investigating and examining into matters of alleged frauds, in connection with the administration of Indian affairs. I will ask you in general terms if you know anything personally yourself of frauds, irregularities, or unfairness on the part of any of the officers of the Government in connection with the making of contracts and the supplying of goods to the Indians in the years of 1873 and 1874, that is, back from July, 1872, up to July, 1874, within that period; and if you know anything that will tend to show such frauds, irregularities, and unfairness, please state it.—A. I do not know anything of any frauds or irregularities of any kind in the furnishing of supplies by the Indian Department or any of the contractors.

By Mr. ADAMS :

Q. Were you at any time during the last fiscal year receiving and shipping agent at Fort Randall?—A. I was.

Q. Between what dates?—A. I think from the 7th June, if I recollect right, to the 1st December, 1873.

Q. You received at that point at Fort Randall the goods that were to be transported to the Whetstone agency?—A. I did, sir, a portion of them; I did not receive all. I received all the goods, the merchandise, but not all the supplies.

Q. How did it happen that you did not receive them all?—A. A part of it, as I understood, was to be delivered at the agency; that was corn.

Q. Who was the contractor for carrying the goods and supplies from Fort Randall to the Whetstone agency?—A. H. Wilder, of Saint Paul.

Q. Did he transport the goods himself, or through a subagent?—A. He did not transport them himself; he had teams employed partially, I suppose, and partially Mr. Pratt, my partner, shipped them as agent of the contractor.

Q. The point I am coming to is not whether Mr. Wilder drove the teams.—A. I know it very well.

Q. But whether he had the work done himself or whether he sub-let the contract.—A. He had it done himself, I think. Mr. Pratt acted as agent of the contractor for a part of the freight.

Q. Who is Mr. Pratt?—A. He is the trader at Fort Randall.

Q. Did Mr. George Marshall carry some of the goods?—A. Mr. Marshall carried some of them.

Q. Did you know whether Mr. Wilder had him employed, or whether he sublet any portion of the contract?—A. I could not say. He signed the papers as agent for the contractor; that is all I know about it.

Q. What proportion of the goods and supplies were carried by Mr. Marshall from Fort Randall to Whetstone, and what portion by Mr. Pratt?—A. I can tell by referring to my book; I did not keep my book quite as nice as I would if I had had any idea that it was necessary to bring it here; but it is all here. I have not figured it up at all. A larger portion of it was shipped by Mr. Pratt, except the corn, and that was all shipped by Mr. Marshall. There are three receipts of Mr. Marshall's—71,150 pounds, 146,167 pounds, and 6,800 pounds; total, 224,117 pounds. I think, if I recollect right, he lacked corn enough to load a team or two, and he took flour, which he receipted to me for. I believe those are all Mr. Marshall receipted to me for.

Q. Give us the amount that was transported by Mr. Pratt.—A. I have not got them consolidated; I will have to give the separate amounts. They are 156,867 pounds, 134,452 pounds, 166,399 pounds, 51,071 pounds, 118,644 pounds, 74,546 pounds, 9,980 pounds; Total, 721,959 pounds. I believe that was all that was shipped under Mr. Wilder's contract.

Q. Are those all the goods or supplies that were shipped under Mr. Wilder's contract by these two men?—A. That was all that was shipped under my administration.

Q. Who was your successor?—A. His name is A. A. Howard.

Q. Had there been any goods or supplies shipped across from Fort Randall to Whetstone since you ceased to be agent?—A. Yes, sir.

Q. Do you know anything about what amount?—A. I could not tell.

Q. Do your books show the character of the supplies which have been received from the time that you commenced your duties in June, up to the time you ceased to be agent in December?—A. Yes, sir, I sup-

pose so; I have taken it from the bills of lading furnished me by the boat; just as they have them, I have got them down; I have got them as what they are supposed to contain.

Q. The bills of lading came to you; did you re-weigh the goods?—A. I had no way of weighing them; they furnished me with no scales whatever; they were all marked; I took the weights as the boat had them; I could do no other way very well. I have weighed some of them. I think they were correct as far as the weight was concerned.

Q. You said you weighed some of them?—A. I weighed a few; I weighed them to see if they were correct. I think they were correct.

Q. How did it happen that you did not weigh them all?—A. I could not do it very well. I had no scales. I borrowed some scales to weigh a few.

Q. To whom did you give your receipt, when the goods were delivered to you?—A. I gave it to the boat.

Q. In whose name?—A. I do not know whose name it was in; I could not tell to save my life—whether it was the shipping-agent from Sioux City or from Mr. Wilder; I rather think it was from Mr. Wilder; I think he had the contract for river transportation also.

Q. Did you receipt for so many pounds simply, or so many pounds of a certain sort of articles?—A. Most of it was receipted for "so many packages; so many pounds."

Q. So many pounds without designating the articles?—A. I can show you where it is in the book—for instance, "32 bales of 8-ounce duck, 10,560 pounds; 19 cases of merchandise, 6,080 pounds; 25 packages of axes, 2,580 pounds." I think those last were two boxes, strapped together, if I recollect aright.

Q. That is a specimen of the manner in which the receipts ran?—A. Yes, sir.

Q. Did I understand you to say that you receipted for those articles without weighing them, or knowing about what number of pounds freight there was, except as they came marked?—A. That is the way I receipted for them; I have taken those in the book from the official receipt that I gave; I put down the date received and the amounts received.

Q. Will you just give us, as far as you are able to do so, from your books, the class of goods and the different kinds of goods and supplies, and the quantity of each kind received by you at Fort Randall for shipment to Whetstone during the time you were agent?—A. I have not got it classified at all; I never classified it. I ought to have done so for my own convenience, but I did not.

Q. Do not your books furnish that information at all?—A. They would by going over them and picking them out; I never classified them in my book.

Q. How long would it take you to go over your books and ascertain just how much of each particular kind of goods or supplies was received by you?—A. Three or four hours probably—part of the day.

Q. Do your books show the character of the supplies, and the amount of each particular kind that was shipped by you across to Whetstone?—A. Yes, sir.

Q. Is it all contained in that book?—A. Yes, sir; I believe so.

Q. In the receipts that you took from the freighters and the bills of lading which they gave you, were the articles that were shipped specified in each bill of lading, or was it simply a bill of lading for so many pounds?—A. The articles were specified.

Q. Have you got the bills of lading or receipts that were given by the freighters to you?—A. I have not.

Q. Where are they?—A. I never took any. Mr. Pratt ought to have taken a receipt from the teams. I consolidated the whole thing and took Mr. Pratt's or Mr. Marshall's receipt for the consolidated amount, whatever the train was.

Q. The parties that transported the goods executed bills of lading or receipts to you for what they got?—A. Yes, sir.

Q. Have you those receipts or bills of lading that were executed by the freighters, when they took the goods?—A. I have the receipts given me by the agents for the contractors.

Q. Given you by what agent?—A. Mr. Marshall or Mr. Pratt; I have no receipts given by the men in charge of the teams.

Q. I presume, in shipping the goods, you took from some one a receipt for the goods?—A. Here is what I have, [showing the book,] and that is the only thing I have; I can show it to you; it is something similar to that, made for each consolidated amount that the train took.

By Mr. HARRIS :

Q. When the train was made up, you made a consolidated account of all the train had, and caused the receipt to be signed by the agent of the contractor?—A. Yes, sir.

Q. Or the superintendent of the train?—A. I took a receipt from the agent of the contractor always.

By Mr. ADAMS :

Q. The only receipt you took was from the agent of the contractor?—A. Yes, sir; except in two or three instances, when I let the wagons go, and I have receipts for those from the teamster that took the wagons; some little thing of that kind.

Q. This is one receipt? [Showing book.]—A. Yes, sir; they are all similar to that.

Q. Those receipts not only contain the aggregate number of pounds, but they show the different articles?—A. Yes, sir.

Q. I will just get you to give to the committee each receipt that you took for goods that you shipped, or caused to be shipped, from Fort Randall to the Whetstone agency.—A. Each receipt?

Q. The receipt just as you took it; the date, the name of the party signing it; the receipt just as it appears on your book

Mr. HARRIS. Do you wish to have the receipts read by the witness and incorporated in the report?

Mr. ADAMS. Yes, sir.

WITNESS. I want to make one explanation here: Before the last year's contract there were a few supplies there that were shipped out by Mr. Pratt, under a contract with Mr. Charles, that I did not mention.

By Mr. ADAMS :

Q. We are now talking of those under Mr. Wilder's contract.—A. The ones I have given were entirely of Mr. Wilder's contract.

Q. We are now talking about goods that have been shipped by Mr. Wilder for the year ending June, 1874, under Mr. Wilder's contract.—A. That is what I supposed when I left these two first items out.

Q. I propose to have not only the aggregate amount appear, but also the items shipped.

By Mr. HARRIS :

Q. The goods were weighed when they reached their destination?—

A. I weighed a good many goods, and, as far as I can tell without weighing everything, the weights were correct.

Q. I will ask whether you were the officer who was bound to enter that each item held out in weight and number?—A. I could not tell anything about that.

By Mr. LAWSON:

Q. You weighed a sufficient number to know that the weights were correct?—A. I weighed a sufficient number to know that the weights were correct substantially; I know there was one lot of small articles that was grossed, and I took special pains to weigh that to ascertain if the gross weight was correct, and I found they weighed fully up to the gross amounts of the invoice. I weighed nearly all of them at least. It was very inconvenient to weigh them. I had to borrow scales from the quartermaster.

By Mr. HARRIS:

Q. What office did you hold there under the Government?—A. I was in the employ of the agent, I suppose.

Q. Who was the agent?—A. The Whetstone agent was Mr. Howard.

Q. Where was he stationed; at Fort Raudall?—A. He was stationed at the Whetstone agency.

Q. You were at Fort Randall?—A. I was at Fort Randall.

Q. And you were his clerk, staying at Fort Randall?—A. I was in his employ, charged with receiving the goods at Fort Randall; a sort of a subagent.

Q. So that your superior officer, stationed on the reservation, was giving the final receipts for the goods?—A. Yes, sir; must have given it. I was the subagent, I suppose, or receiving-clerk; call it what you please.

By Mr. ADAMS:

Q. While you were subagent, were not you also a partner of Mr. Pratt, who was the trader at the Whetstone agency?—A. Yes, sir.

Q. And were not you also a trader at Fort Randall?—A. Yes, sir; I was a partner of the traders.

Q. And this Mr. Pratt, who transported these goods, and from whom you took the receipt, was your partner in the trading business?—A. Yes, sir.

By Mr. HARRIS:

Q. You were trading in what goods?—A. Trading in the supplies at the fort—military supplies; that is a military trading-post.

Q. Had you any interest in the contracts for the delivery of goods?—A. Not at all.

Q. You were no partner with him in any of the matters to which this book [pointing] relates?—A. I had nothing to do with the freight except to ship. In fact, I do not know anything about his agreement with Mr. Wilder at all.

By Mr. ADAMS:

Q. You say you had no interest in Mr. Pratt's arrangement with Mr. Wilder for the transmission of goods?—A. No, sir.

Q. Whatever that arrangement was, whether you knew what it was or not, were you Mr. Pratt's partner in that transaction?—A. I suppose if there was any profit in it I would have some interest in it.

Q. Don't you know whether there was or not any profit in it?—A.

There was a profit on the business. I don't know whether there was any profit on the freight. I think Mr. Pratt paid a good share of it out for the freight he hauled.

Q. You and Mr. Pratt were partners, as I understand you—you were the traders at the agency?—A. Mr. Pratt is the trader at the agency.

Q. Mr. Pratt was a trader at the agency, and you were a partner of Mr. Pratt as trader at the agency?—A. Yes, sir.

Q. You were trader at Fort Randall?—A. Mr. Pratt was.

Q. And you were a partner of Mr. Pratt in that?—A. Yes, sir.

Q. Mr. Pratt engaged to take some supplies for Mr. Wilder, and to freight certain supplies. Now, I want to ask you whether you were a partner of Mr. Pratt in that transaction with Mr. Wilder—in that transaction as well as in the business?—A. Yes, sir; I suppose so.

Q. Don't you know whether you were or not?—A. Yes, sir; I know I was. I know if there was any profit we divided it, of course. It went into the general business.

By Mr. HARRIS:

Q. And you say that Mr. Pratt was the agent or employé of Mr. Wilder?—A. Yes, sir; that is, he made some arrangement with Mr. Wilder to ship the freight.

By Mr. ADAMS:

Q. And whatever that arrangement was, you were a partner of Mr. Pratt in it?—A. Yes, sir.

By Mr. HARRIS:

Q. What was that arrangement?—A. I never saw Mr. Wilder.

Q. I want to know what that arrangement was, and of course I ask you to state it from your best knowledge.—A. I do not know whether I fully understand you.

Q. You were not a partner with Mr. Pratt in this freighting business without knowing something about it, were you?—A. I know that he had charge of shipping it.

Q. You were interested in whatever profit he made in it?—A. I suppose I was.

Q. What was the arrangement, so far as you know—the best knowledge you have of it?—A. I do not know that there was any arrangement, except that Mr. Pratt agreed with Mr. Wilder to ship out a certain amount of freight.

Q. At how much a hundred pounds for a hundred miles?—A. I think he got from Mr. Wilder \$1.20. I am not positive about it; I think he did.

Q. One dollar and twenty cents for what?—A. One dollar and twenty cents a hundred pounds a hundred miles.

Q. What is the distance?—A. The distance is 280 miles; suppose to be.

Q. Now, while acting in that relation with Mr. Pratt as his partner, you were at the same time acting as the sub-agent of Mr. Howard, the Government agent?—A. Yes, sir. I had this appointment prior to any arrangement Mr. Pratt had. When Mr. Howard was first appointed agent I wrote to him and asked him to employ me to ship his freight at Fort Raddall, which he did. That was quite a time, at least, before Mr. Pratt made any arrangement.

Q. Then, after having been employed by Mr. Howard, who was the United States agent, to act as his shipping-clerk at Fort Randall, you

made an arrangement with Mr. Pratt and his partners for an interest in the business?—A. I did not make any arrangement; I was a partner of his before that.

Q. You were an established partner?—A. Yes, sir.

Q. Before Mr. Pratt made any contract to carry goods from Fort Randall to the agency, you being Mr. Pratt's partner, you had made an arrangement with Mr. Howard to act as his sub-agent?—A. Yes, sir; we had no knowledge that we would have anything to do with the freight, or that it would come there then—the next year's freight was at a stand-still; we did not know which way it would go.

Q. Being the agent of one party and the partner of the other, you continued to ship this freight?—A. I continued to until the first of December. I however wrote to Mr. Howard on the first of October to relieve me; the business was taking more time than I could spare; but he did not do it until the 1st of December.

Q. Your successor's name was Mr. Howard?—A. Yes, sir.

By Mr. ADAMS:

Q. Is he in any way related to the agent?—A. He is his brother.

Q. Are you in any way related to the agent?—A. No, sir.

Q. Is Mr. Pratt in any way related to the agent?—A. You mean a blood relation? Not at all.

Q. Or by marriage?—A. No, sir; not at all—not in any way.

Q. Is Mr. Howard, the agent at the agency, either directly or indirectly interested in your or Mr. Pratt's transactions?—A. Not at all, that I am aware of; I am very positive that he is not, either directly or indirectly, interested in any way.

By Mr. HARRIS:

Q. The receipts you gave for goods to be shipped by Mr. Pratt were receipts running to the man who furnished the goods?—A. Not so—running to the man who had the contract for transporting the goods. I do not know that he furnished a pound of it himself.

Q. Did not you give any receipt to the man who furnished the goods?—A. I had nothing to do with that whatever; the goods were all shipped there.

Q. It is pretty plain that there is some relation between the owner who furnished the goods and the shipper who carried them?—A. I am not aware of it, if there is; the goods were many of them bought in New York, or Providence, or Boston—I don't know where.

Q. When did they first fall into the hands of any Government officer?—A. I suppose the first would be at Sioux City.

Q. You understand that a Government officer would there give a receipt to the man who furnished the goods?—A. No, sir; I do not understand anything of the kind.

Q. Where would the man who furnished the goods under the contract get his first receipt for them?—A. I know nothing about it; that is something I know nothing about whatever.

Q. Do not you understand that when a quantity of goods start from Sioux City, or are first delivered to the Government in Sioux City, that their weight, quantity, and value are receipted for by some Government officer to the contractor?—A. I do not know anything about it; I suppose the goods were shipped to Sioux City, and there taken by the agent in or the freight contract. I suppose so, that is all I know.

Q. Where is the receipt given that goes to the owner of the goods; is there none given until they reach their destination at the end?—A. I suppose that the man who furnished the goods had them inspected; I

suppose the Government had them inspected, and paid for them long before they reached Sioux City; I suppose so; that is all I know about it.

Q. There were ample means of tracing, through the shipping contractor, the exact amounts?—A. I should suppose so.

Q. But you do not know where the receipt was given?—A. No, sir.

By Mr. ADAMS:

Q. When did you make out this particular book as it appears here?—A. I made it just as I received and shipped the goods.

Q. This is the book you made at the time?—A. Yes, sir; that is the only book; I have not touched it since I turned over the freight to make the change of a figure.

Q. When did Mr. Pratt sign his name to the different receipts?—A. As the shipments occurred.

Q. Was Mr. Pratt at Fort Randall frequently?—A. He was there nearly all the time; I think there was once or twice he was away for a day or two, but as soon as he returned he signed the receipts.

Q. Since you were first notified to come before this committee, have you had any correspondence or any conversation with Mr. Pratt or the agents in reference to the matters about which you expected to be examined before this committee?—A. I have had some conversation with Mr. Pratt, but he knew no more about what I was called here for than I did, and I had no idea.

Q. You must have had some idea, when you were requested to bring books and papers?—A. I had an idea that it was for a general investigation, but what it was I could not say.

Q. Have you had any correspondence or communication with the agent on the same subject?—A. No, sir.

Q. Since you were first notified to come here, I mean?—A. I do not think I have.

Q. Have you seen the agent?—A. I have seen him; I met him in Chicago on my way down.

Q. Is that the only time you have seen him?—A. That is the only time I have seen him.

Q. How often have you seen Mr. Pratt since you were notified to come here?—A. When I got the last notice to appear here on the 21st of this month, Mr. Pratt was East; I telegraphed him immediately to meet me at Sioux City, because we could not both be away—that was the only reason—and he met me in Sioux City on my way down; I saw him there a couple of hours; that is the only time I have seen him.

Q. Mr. Pratt did not make any signatures in this book at the time you met him in Sioux City?—A. No, sir; I swore to that some time ago, I think; I swear positively that that book is exactly as it was the first day of December, when I turned over the agency; there is not an erasure or a figure changed in it, nor a letter; and I swear that those signatures were made when the goods were shipped, or within a day or two after, and as soon as I could reach the party; may have been a day or two in one or two cases.

Q. Did you make out the receipts on the very day the goods were shipped and weighed for Mr. Pratt to come and sign them?—A. I generally made them out the very day they were shipped.

Q. In the book?—A. In the book just as they are there, and sent a copy of the shipment to the agent also.

Q. You sent a copy of the receipt that you had taken to the agent?—A. Yes, sir; I think I drew the receipt to the agent a little differently from that, because that I drew for my own use more particularly.

Q. In what respect did the copies of receipts that you forwarded to the agent differ from the receipts you took from Mr. Pratt?—A. I do not know as I can explain the difference; there are some things in that that I would not naturally put in the receipt for the agent; the agent most always made out the receipts for himself, according to his own version; I think he always made them out in his own handwriting or his clerk's.

By Mr. HARRIS:

Q. This one reads "from Ferris."—A. The agent's receipt would read a little differently from that.

Q. You changed the form of the heading, but not the form of the item?—A. Not at all; just the form of the heading was all.

By Mr. ADAMS:

Q. How many of these receipts did Mr. Pratt give you—just one receipt, or did you take them in triplicate?—A. I took only one receipt from Mr. Pratt, I think; I am not positive. He may have signed the one I sent to the agent. I do not remember about it.

Q. Do you know anything about the rates at which Mr. Marshall agreed to transport freight?—A. I know nothing whatever about Mr. Marshall's arrangement.

Q. Who executed the receipts for the goods or supplies taken or carried by Mr. Marshall?—A. I took a receipt for myself; I am not sure whether I have sent a duplicate; I presume I did send a duplicate to the agent.

Q. Who signed the receipts for the goods and supplies you turned over to Mr. Marshall?—A. Marshall.

Q. He signed them as agent for the contractor?—A. Yes, sir; you will find it there; I think so.

Q. Does this book show the amount and character of goods received by you during the time that you were agent?—A. Yes, sir.

Q. Not only the amount in pounds, but the particular character of the goods?—A. Yes, sir.

Q. That is all it does show; it shows the amount of goods received by you at Fort Randall, and the amount of goods shipped by you to Whetstone; that is all it does show?—A. Yes, sir; and the amount I turned over to my successor. There is merchandise there that might include a thousand things; there is quite a number of packages of merchandise; I suppose different kinds of dry goods; I do not know what they were; I could not open the packages to see.

By Mr. HARRIS:

Q. That book contains all the packages?—A. It contains all the packages; some of them are marked merchandise, and that might contain a dozen kinds of goods, blankets, &c.

Q. You took triplicate receipts from him, it seems?—A. Yes, sir; I kept that, and gave him one, and sent one to the agency.

By Mr. ADAMS:

Q. These fifty cows and fifty-six oxen that you turned over to your successor, tell us about them; where did you get them? Who turned them in to you?—A. They were turned in by a man sent there by Mr. Wilder at Fort Randall. I receipted for them at Fort Randall.

Q. Did those oxen and cows belong to Fort Randall?—A. They belonged to the Whetstone agency.

Q. What time were they turned in to you?—A. There is a receipt for them there, in October some time—13th October.

Q. Were they a part of the cows and oxen which Mr. Wilder furnished to different agencies under a contract which he had with the Commissioner of Indian Affairs?—A. I suppose so; I do not know anything about it,

Q. What has become of them? Where are they now?—A. They are there now.

Q. They are at Fort Randall now?—A. Yes, sir.

Q. Who has been feeding these oxen and cows from the time they were turned over in October, up to the present time?—A. The most that they have eaten has been grass that they have helped themselves to.

Q. Who has had the expense of herding them?—A. The agent at the Whetstone agency; he kept some herders with him.

Q. Were there any other cows or oxen turned over except these?—A. No, sir.

Q. How many herders have there been there managing them?—A. I have been away most of the winter; I could not tell.

Q. Can you form no idea of about how many herders have been there in charge of them?—A. Two or three I should think.

Q. Who has fed the herders that have had charge of them?—A. The subagent at Fort Randall, I suppose, has furnished them subsistence; I know I did myself until I left them. The first month I had the cattle there, I had four herders with them.

Q. How many head of stock did these four herders have charge of?—A. That is what I receipted for, (showing,) fifty cows, fifty-seven oxen two bulls, two stallions, three horses.

Q. Do I understand you to say that it has not been necessary to feed that stock?—A. I think the subagent has bought some little meal; I do not think very much, though, to fatten some of the cows that were thin. Most of the stock has been kept up on grass.

Q. What was the condition of the stock when it was turned over to you?—A. It was in very fair condition; some of them were footsore from traveling a long ways.

Q. You spoke about some of the meal having been fed to some cows that were thin; is the stock in worse condition now than when you turned them over?—A. I have not seen them since last fall.

Q. Were they in worse condition when you turned them over than when you received them?—A. I do not know; I do not think they were; they may have been.

Q. You have stated that while you were subagent at Fort Randall, there were four herders, and you furnished them subsistence?—A. Yes, sir.

Q. Where did you get the subsistence?—A. From the supplies that belonged to the agency.

Q. The agency at Fort Randall?—A. The agency at Whetstone; I have got down here somewhere the issues.

Q. You took out of the supplies that were shipped to you, and the destination of which was Whetstone, a sufficient quantity to furnish these herders with subsistence?—A. Yes, sir; I did.

Q. Is Mr. Howard, the present subagent at Fort Randall; either directly or indirectly interested in Mr. Pratt's store at the agency or Fort Randall?—A. He is neither directly nor indirectly interested with us in any way—not one cent.

Q. Did you employ the herders, or did the agent at Whetstone employ them?—A. I employed them and reported them to him.

Q. What did you pay them?—A. I paid, I think, one herder \$50, and the other three \$40.

Q. Per month or week?—A. Per month; that is for the first month; after that I put two men in charge of the herd at, I think, \$50 each; I do not remember now; and I had to increase it to three. The prairie burned off all about the country, and we had to change the herd, and I had to increase it to three men, and afterward it was diminished to two again; I think we kept it down as low as we could. I received fifty-seven oxen, but one of them got into the river and the mud, and was lost; we could not get him out, and sent an affidavit to that effect from the herders to the agent.

Mr. ADAMS. I propose to put in evidence so much of this book as relates to the goods received and shipped by Mr. Ferris.

The WITNESS. The first three leaves of the book is what was turned over to me when I went there.

Q. Are the supplies for the Whetstone agency now sent to Fort Randall and shipped from Fort Randall to Whetstone, or are they transported by some other route?—A. There has been none sent since last fall—since the close of navigation—that I am aware of. I mean, none sent to Fort Randall.

Q. When was navigation closed?—A. I do not remember; about the 1st November—some time about the middle of November, perhaps.

Q. As I understand you, there has been no supplies shipped to Fort Randall to be freighted across to Whetstone since you ceased to be agent?—A. Not that I am aware of. I was away all the winter, but I do not suppose there was any freight sent there; I have not heard there was.

Q. And all that Mr. Howard has had to do, then, during the entire winter has been to forward to Whetstone the amount of goods and supplies that you turned over to him, when you ceased to be agent?—A. Yes, sir.

Q. Do you know whether any of these supplies turned over to Mr. Howard have been shipped?—A. They have been nearly all shipped; I have not been in the warehouse, but I know from what I have heard that they have.

Q. How did you happen to be relieved?—A. I asked to be on the 1st October; I have a copy of my letter, I guess.

Q. It was at your request you were relieved?—A. Yes, sir.

Q. On what grounds did you ask to be relieved?—A. The following letter is the best explanation I can give:

“ FORT RANDALL, D. T., October 1, 1873.

“ DEAR SIR: I have the honor to request that you will, as soon as practicable, relieve me from the duties of subagent at this place. My only reason for asking to be relieved is that the duties of subagent require more of my time than I can spare from my business without pecuniary loss.

“ I most respectfully urge that my successor be appointed as soon as practicable.

“ Very respectfully, your obedient servant,

“ L. FERRIS, *Subagent.*

“ Maj. E. A. HOWARD,

“ *United States Indian Agent, Whetstone Agency, D. T.*”

By Mr. HARRIS:

Q. This copy is a copy of the letter made at the time?—A. I made

this copy when I came away from home from the letter-book. I copied this from a press copy.

Q. Of the original letter that you sent?—A. Yes, sir. I was not relieved until the 1st December. I wrote this on the 1st October.

By Mr. ADAMS :

Q. In view of the fact that river transportation was stopped some time in the early part of November, your duties subsequent to the time that you asked to be relieved were not likely to be so onerous as they were prior to that time?—A. No, sir; they were not likely to be during the winter. I do not know what time the river closed; some time in November, I think; about the middle of November, I should think.

By Mr. LOWE :

Q. Are you still operating there as trader?—A. Yes, sir.

By Mr. ADAMS :

Q. What is the character of the goods that you deal in as trader up in that country?—A. We deal in almost everything; I could not enumerate it in a week hardly.

By Mr. RAINEY :

Q. You do not mean to include whisky in that?—A. We deal in whisky at the post.

By Mr. ADAMS :

Q. Does the trader have to have a license to trade at Fort Randall?—A. He has authority from the Secretary of War.

Q. From whom does the trader at the Whetstone agency have to get his permission?—A. From the Secretary of the Interior or Commissioner of Indian Affairs, I suppose. I do not know who signs it; it comes from the Interior Department.

Q. None of the goods which were shipped to you at Fort Randall were ever shipped back down the river?—A. No, sir!

By Mr. GIDDINGS :

Q. Do you know of any other party, acting as agent or subagent of the Government, being interested in any freighting contracts, except yourself?—A. I do not. I know nothing about any other place except Fort Randall. I have not been at any other post where shipping is done.

Q. You, then, while acting as subagent and shipping these goods, took a receipt from your partner in the freighting of the goods?—A. I did; some portion of them.

Q. In which you had an interest?—A. Yes, sir.

By Mr. LOWE :

Q. Do you know whether the principal agent, Mr. Howard, knew that you were a partner of Mr. Pratt's?—A. Yes, sir; I suppose so. I suppose he must have known it.

Q. Was the Commissioner of Indian Affairs aware of it?—A. I do not know that he was; I do not know as he knows anything about the matter.

By Mr. HARRIS :

Q. Does your name appear on the roll of Government employes?—A. I could not tell that either. I suppose it does.

By Mr. ADAMS :

Q. Did the agent ever pay you for your services?—A. Yes, sir; he paid me \$100 a month.

Q. You then were transacting the business of the Government at \$100 a month, and attending to your private business as trader at the same time?—A. I thought I could, when I took the position, but I found I could not find much time outside of my duties, and that is the reason I resigned; I did not think it would have taken up so much time, or I could not have taken it in the first place.

Q. I understand you to say that you weighed some of the packages of goods that were delivered to you by river transportation, but that you did not weigh all of them?—A. Yes, sir.

Q. You gave receipts, however, for a certain number of pounds, without knowing whether the number of pounds was there or not?—A. I certainly did; I received a great many sacks of flour; I never weighed any of them.

Q. Tell the committee what proportion of the goods you weighed, and what proportion you declined to weigh.—A. I could not tell you anything about it.

Q. Can you form no approximate idea?—A. No, sir; I could not. I weighed some few of the goods to ascertain whether the weights were correct or not, and I was satisfied they were correct from what I weighed.

By Mr. HARRIS:

Q. What class of goods were they?—A. I could not tell you anything about it now.

Q. Did you ever weigh flour?—A. I never weighed flour.

Q. Bacon?—A. I weighed bacon.

Q. Did it hold out?—A. With one exception it did not. The reason it held out that time was that quite a quantity was inspected at Randall—was received there. That was weighed in and weighed out there. There was one lot that fell short three or four hundred pounds from the time it was shipped till it was handed out; it would shrink that much, I should think.

By Mr. LOWE:

Q. Is there not always a discrepancy in the weight of bacon, by reason of the natural shrinkage?—A. There is always; it is always running in the warm weather. But there was quite a quantity of bacon received at Fort Randall—inspected and received there; in consequence of the boat being delayed on the road, it had not been inspected before it left Sioux City. That was weighed on the Government hay-scales, and that weight taken. When I came to weigh it out on small scales, it fully held out.

By Mr. ADAMS:

Q. You say there were Government scales?—A. Hay-scales—large farm-scales.

Q. Capable of weighing any amount?—A. Why, yes; any ordinary amount.

Q. Did not you have free access to those scales, and use them whenever you chose?—A. Yes, sir.

By Mr. HARRIS:

Q. They were not at the store-house, were they?—A. No, sir; I borrowed a set of platform-scales to weigh the bacon out, when I loaded it on the teams, and to weigh some of the packages that I speak of.

By Mr. ADAMS:

Q. I have been asking you about your custom in regard to weighing goods at the time you received them, and you have answered that ques-

tion; now I want to ask you whether, when you shipped the goods, you ascertained the weight of the goods shipped by actual weight, or did you take the marked packages as you had received them?—A. I shipped them by the marks on the packages.

Q. All you profess to know about the weight of goods received by you, or the weight of goods shipped by you, is, that they came to you marked, and represented as weighing a certain number of pounds, but whether they weighed the number of pounds for which you received, or whether they weighed the number of pounds which the freighter received to you for, you do not really pretend to know?—A. I do not, sir; I supposed that the goods were all inspected and weighed, and the weights ought to be correct, and I believe they were.

By the CHAIRMAN:

Q. Did you weigh enough to satisfy yourself that these goods were truly marked?—A. I believe they were. I weighed enough to satisfy me they were.

By Mr. HARRIS:

Q. I will ask whether you weighed out all the bacon that you shipped.—A. Yes, sir.

By Mr. ADAMS:

Q. And weighed all the bacon that you received?—A. No, sir; I weighed it out, but never weighed it in, except those that were inspected there and weighed there.

Q. In receiving bacon, you took it for the weight that it professed to be?—A. Yes, sir.

Q. And you did not weigh it, on receiving it, at all?—A. No, sir; except this one lot, and that the inspector weighed. I did not weigh that; I took the inspector's weights.

Q. Did you have any instructions from the agent as to how you were to do in reference to weighing all goods that you received?—A. I do not think I ever had. I was directed to receive the goods and to ship them. I do not think there were any instructions in regard to weighing them.

Q. Did he direct you to receive goods, without knowing just exactly what they did weigh and what they did not?—A. I do not think he gave me any instructions in regard to that particular point.

By Mr. HARRIS:

Q. I will ask whether, when you weighed the goods that you did weigh, you weighed them in your interest as a partner with Pratt, to ascertain whether you were carrying the right number of pounds; whether you weighed them in the interest of the agent of the United States?—A. All the goods that I weighed I weighed to ascertain whether the weights marked were correct or not.

Q. For whose benefit?—A. For my own satisfaction and to know that they were right. I had no one's benefit in view. I wanted to know whether I was receiving what was purported I was; that is all.

Q. And not because you wanted to know what you transported?—A. I did not care what they weighed. The teams carried so many packages weighing so many pounds.

Q. Your partner received \$1.20 for 100 pounds for 100 miles?—A. Yes, sir; and he paid the teams for carrying these packages. What difference did it make whether they weighed one pound or five thousand pounds? We had not a team of our own on the road.

Q. So that the teams carried by the Government weights?—A. Yes, sir; the weights were, I suppose, put on by the inspectors. I do not know anything about that.

By Mr. LOWE:

Q. In the ordinary course of business, the weights would be the marks made by the Government inspectors?—A. I suppose so.

By Mr. ADAMS:

Q. Do you know who put the weights on?—A. I do not know.

Q. The packages contained certain weights marked there, but who put them there, or whether they weighed the number of pounds that were indicated by the marks on them, you do not pretend to know?—A. I only believe they were correct.

By Mr. LOWE:

Q. You weighed some?—A. I weighed some, and they were correct.

By Mr. HARRIS:

Q. You understand that the marks on those packages were the inspector's marks?—A. Yes, sir.

By Mr. ADAMS:

Q. How did you understand it; how did you get your information?—A. As a man doing business, and from what I read and see. I know the goods were bought and inspected at different points, and weighed and marked for the agencies; that is all I know about it; that is the contract. I suppose that to be the contract with the different parties furnishing these supplies. I know it is stated that the goods shall be delivered at such a point, marked, and inspected and weighed.

Q. In reference to the receiving of goods, when you received them did you on the very day you received them make an entry in this book, an entry of the quantity and character of the goods received?—A. I always made an entry of that before I sent the teams.

Q. And those entries are there to-day?—A. And those entries are there to-day, and they correspond with the bills I sent.

journed.

The witness handed the committee his account-book of receipts and payments, of which the following is a copy:

The following list of Indian stores and supplies, transferred by Sub-agent O. Whitney to Subagent C. Ferris, at Fort Randall and Old Whetstone agency, D. T., on the 7th day of June, 1873:

At Fort Randall:

- 1 clock.
- 1 lounge.
- 1 desk and table.
- 1 needle-gun.
- 2 stoves.
- 2 ox wagons. Incomplete and worn.
- 113 barrels sugar.
- 95 sacks coffee.
- 37 barrels salt.
- 14 boxes merchandise.
- 1 bunch keys.

Left at Old Whetstone agency:

- 1 log cart. } Supposed to be there.
- 200 logs. }

164 CONTRACTS FOR INDIAN SUPPLIES AND TRANSPORTATION.

I certify that, in accordance with letter of appointment from E. A. Howard, United States Indian agent, I have, this seventh day of June, 1873, relieved Subagent O. Whitney from his duties at Fort Randall and Old Whetstone agency, D. T., and received of him the public property specified above.

C. FERRIS;

One copy of above sent to O. Whitney, at Yankton, D. T., and one copy to E. A. Howard, agent.

[Triplicate.]

FORT RANDALL, D. T., June 9, 1873.

Received from C. Ferris, subagent for White Clay agency, the following articles of public property, as specified below, in apparent good order and condition, to be forwarded to White Clay agency by John H. Charles, contractor; there to be delivered, in like good order and condition, unto E. A. Howard, United States Indian agent; freight to be paid by the proper officer of the United States on the original bill of lading, at contract-rates.

J. H. PRATT,
Agent for Contractor

Name.	No.	Packages contain.	Pounds of freight.
D. R. Risley.....	102	Barrels sugar.....	25,947
Whetstone agency, D. T.....	83	Sacks coffee.....	13,280
	7	Barrels salt.....	2,100
	7	Boxes merchandise.....	2,162
			43,489

[Triplicate.]

FORT RANDALL, D. T., July 14, 1873.

Received from C. Ferris, sub-agent for White Clay agency, the following articles of public property, as specified below, in apparent good order and condition, to be forwarded to White Clay agency by John H. Charles, contractor; there to be delivered, in like good order and condition, unto E. A. Howard, U. S. Indian agent; freight to be paid by the proper officer of the United States, on the original bill of lading, at contract-rate.

J. H. PRATT,
Agent for Contractor

Name.	No.	Packages contain—	Pounds of freight.
D. R. Risley, Whetstone agency, D. T.	11	Bbls. sugar.....	3,014
	12	Sacks coffee.....	1,920
	30	Bbls. salt.....	9,000
	7	Boxes m'd'se.....	2,194
			16,128

FORT RANDALL, D. T., July 14, 1873.

Received of C. Ferris, sub-agent for White Clay agency, the following articles of public property, as specified below, in apparent good order and condition, to be forwarded to White Clay agency by A. H.

CONTRACTS FOR INDIAN SUPPLIES AND TRANSPORTATION. 165

Wilder, contractor; there to be delivered, in like good order and condition, unto E. A. Howard, U. S. Indian agent; freight to be paid by the proper officer of the United States, on agent's receipt, at contract rates.

J. H. PRATT,
Agent for Contractor.

Name.	No.	Packages contain—	No. of pounds.
E. A. Howard, U. S. Indian agent, Whetstone agency, D. T.	300	Bbls. sugar	73,555
	25	Packages axes	2,580
	374	Sacks coffee	61,290
	10	Bales duck	3,390
	19	Boxes m'd'se	6,080
	76	Sacks bacon	9,974
			156,867

FORT RANDALL, D. T., August 5, 1873.

Received of C. Ferris, sub-agent for White Clay agency, the following articles of public property, as specified below, in apparent good order and condition, to be forwarded to White Clay agency by A. H. Wilder, contractor; there to be delivered, in like good order and condition, unto E. A. Howard, U. S. Indian agent; freight to be paid by the proper officer of the United States, on agent's receipt, at contract rates.

J. H. PRATT,
Agent for Contractor.

Marks.	No.	Packages contain.	Weight.
E. A. Howard, U. S. agent, Whetstone agency, D. T.	1,000	Sacks flour	100,000
	47	Barrels sugar	11,252
	160	Boxes soap	11,200
	100	Boxes tobacco, "butts"	12,000
			134,452

FORT RANDALL, D. T., August 23, 1873.

Received of C. Ferris, sub-agent for White Clay agency, D. T., the following articles of public property, as specified below, in apparent good order and condition, to be forwarded to White Clay agency by A. H. Wilder, contractor; there to be delivered, in like good order and condition, unto E. A. Howard, U. S. Indian agent; freight to be paid by the proper officer of the United States, on agent's receipt, at contract rates.

J. H. PRATT,
Agent for Contractor.

Marks.	No.	Packages contain.	Weight.
	369	Bbls. sugar	88,677
	61	Sacks coffee	9,947
	33	Bales blankets	13,885
	10	Bales sheeting	2,900
	23	Boxes mdse	10,492

166 CONTRACTS FOR INDIAN SUPPLIES AND TRANSPORTATION.

Marks.	No.	Packages contain—	Weight.
	2	Boxes hats.....	230
	22	Bales duck.....	7, 170
	18	Boxes tobacco.....	2, 160
	216	Boxes soap.....	15, 120
	40	Kegs nails, 5 kegs horseshoes.....	4, 500
	4	Boxes toe-calks, and 8 boxes H. nails.....	337
	75	Doors.....	3, 008
	1	Grindstone.....	092
	23	Bdls. glazed sash.....	2, 691
	4	Bdls. ox-bows.....	183
	10	Kegs paint.....	500
	1	Bbl. pitch.....	310
	5	Box glass.....	320
	10	Bdls. iron.....	1, 030
	1	Ps. glass pipe, and 2 elbows 15 lbs., 1 pr. steel springs 45 lbs.....	60
	1	Coil rope 54 lbs., 1 bdl. sole leather 23 lbs.....	77
	2	Tubs tallow 106 lbs., 4 boxes hardware 857 lbs.....	963
		Bbl. castings 367 lbs., 1 saw on board 380 lbs.....	747
			166, 399

FORT RANDALL, D. T., September 8, 1873.

Received of C. Ferris, sub-agent for White Clay agency, Dak. Ter., the following articles of public property, as specified below, in apparent good order and condition, to be forwarded to White Clay agency by A. H. Wilder, contractor; there to be delivered in like good order and condition unto E. A. Howard, United States Indian agent; freight to be paid by the proper officer, of the United States on agent's receipts at contract rate:

Marked—	No.	Packages contain—	Weight.
E. A. Howard, U. S. Indian agent, Whetstone agency, D. T.	25	Boxes merchandise.....	7, 615
	1	“ hats.....	204
	41	“ soap.....	2, 870
	7	Bales blankets.....	3, 123
	76	Barrels sugar.....	18, 468
	94	Sacks coffee.....	15, 322
	1	Coil rope.....	60
	5	Cook-stoves, 1 reservoir, 1 heater.....	1, 145
	1	Bundle pots, cast, 1 bundle cast G. irons.....	60
	2	Bundles post-auger bits.....	13
	1	Axle, with rocker-frame attached.....	
	1	Spring-top with seat-board attached.....	
	1	Axel with teeth attached.....	
	1	Bundle teeth, 1 pair rake-thills.....	
	1	Bundle gleamer-sticks, 1 seat.....	
	1	Pair thills, 1 lever with irons attached.....	
	1	Lever with castings attached.....	
	2	Wheels, 2 wheels with iron attached.....	
	1	Box castings, 1 mower-box.....	
	1	Mower-frame, 1 mower-tongue.....	
	2	Kegs horseshoes.....	
	4	Bundles iron, 6 bundles hose.....	
	2	Bundles post-auger handles.....	
12	Bundles forks, 1 box hardware.....		
2	Bundles spades, 2 bundles shovels.....		
2	Bundles rakes.....	2, 191	
			51, 071

J. H. PRATT.
Agent for Contractor.

[Triplicate.]

FORT RANDALL, D. T., *September 19th, 1873.*

Received of C. Ferris sub-agent for White Clay agency, D. T., the following articles of Indian supplies, as specified below, in apparent good order and condition, to be forwarded to White Clay agency, by A. H. Wilder, contractor; there to be delivered in like good order and condition unto E. A. Howard, United States Indian agent; freight to be paid by the proper officer of the United States at contract rates:

Marked—	No.	Packages contain.	Pounds.
E. A. Howard, United States Indian agent, Whetstone agency, D. T.		Sacks flour	68

GEO. MURCHULL.
Agent for Contractor.

FORT RANDALL, D. T., *October 8th, 1873.*

Received from C. Ferris, sub-agent for Whetstone agency, D. T., the following articles of public property, as specified below, in apparent good order and condition, to be forwarded to Whetstone agency, D. T., by A. H. Wilder, contractor; there to be delivered in like good order and condition unto E. A. Howard, United States Indian agent; freight to be paid by the proper officer of the United States, at contract rates.

J. H. PRATT,
Agent for Contractor.

Marked—	No.	Packages contain—	Pounds.
E. A. Howard, United States Indian agent, Whetstone agency, D. T.	914	Sacks flour.....	91,400
	161	Sacks bacon	24,990
	6	Bundles stove-pipe }	174
	2	Bundles elbows }	
	3	Bundles kettles }	
	1	Bundles cast spiders }	65
	6	Boxs-toves	847
	1	Cook-stove	175
	6	Wash-boilers	80
	2	Barrels linseed oil	600
	2	Bundles glazed sash.....	230
	1	Can turpentine.....	83
			1,186 44

FORT RANDALL, D. T., *October 17, 1873.*

Received from C. Ferris, sub-agent for Whetstone agency, Dakota Territory, the following articles of Indian supplies, in apparent good order and condition, to be forwarded to Whetstone agency, Dakota Territory, by A. H. Wilder, contractor; there to be delivered in like good order and condition unto E. A. Howard, United States Indian agent; freight to be paid by the proper officer of the United States at contract rates.

J. H. PRATT,
Agent for Contractor.

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Marked.	No.	Packages contain.	Pounds.
E. A. Howard, U. S. Indian agent, Whet- stone agency, D. T.	207	Sacks bacon.....	21,087
	505	" flour.....	50,500
	7	Bbbs. pork.....	2,310
	7	Tarpaulins.....	649
			74,546

FORT RANDALL, D. T., *November 1, 1873.*

Received from C. Ferris, sub-agent for Whetstone Indian agency, the following articles in apparent good order and condition, which I agree to deliver in like good order and condition unto E. A. Howard, United States Indian agent, at Whetstone agency, Dakota Territory: 1 lumber-wagon, complete.

J. N. FLEMING.

FORT RANDALL, D. T., *November 1, 1873.*

Received from C. Ferris, sub-agent for Whetstone agency, Dakota Territory, the following articles, in apparent good order and condition, which I agree to deliver in like good order and condition unto E. A. Howard, United States Indian agent, at Whetstone agency, Dakota Territory.

J. D. MAY.

FORT RANDALL, D. T., *November 5, 1873.*

Received from C. Ferris, sub-agent for Whetstone agency, D. T., the following articles of public property in apparent good order and condition, which I agree to deliver in like good order and condition unto E. A. Howard, United States Indian agent, at Whetstone agency, D. T.

- (2) two lumber-wagons, complete.
- (3) three sets whiffletrees and neckyokes.
- (3) three stallions; two chains; one wall-tent.
- (6) six brood mares.

E. W. RAYMOND.

FORT RANDALL, D. T., *November 1, 1873.*

Received from C. Ferris, sub-agent for Whetstone agency, Dakota Territory, the following articles of Indian supplies, as specified below, in apparent good order and condition, to be forwarded to Whetstone agency, Dakota Territory, by A. H. Wilder, contractor for transporting Indian supplies from Fort Randall, Dakota Territory, to Whetstone agency, Dakota Territory; there to be delivered in like good order and condition unto E. A. Howard, United States Indian agent; the distance being two hundred and eighty miles; freight to be paid by the proper officer of the United States on agent's receipt, at contract rates:

E. A. Howard, United States Indian agent, Whetstone agency, Dakota Territory.	237 barrels pork.....	78,210
	358 sacks bacon.....	37,057
	315 sacks flour.....	31,500
		146,767
One hundred forty-six thousand seven hundred and sixty-seven pounds.		

GEORGE MURSHULL,
Agent for Contractor.

FORT RANDALL, D. T., November 10, 1873.

Received from C. Ferris, sub-agent for Whetstone Indian agency, Dakota Territory, the following articles of Indian supplies, as specified below, in apparent good order and condition, to be forwarded to Whetstone agency by A. H. Wilder, contractor for transporting Indian supplies from Fort Randall, Dakota Territory, to Whetstone agency, D. T., there to be delivered in like good order and condition unto E. A. Howard, United States Indian agent, the distance being two hundred and eighty miles; freight to be paid by the proper officer of the United States, on the agent's receipt, at contract rates.

Name.	No.	Packages contain.	Pounds.
E. A. Howard, U. S. Indian agent, Whetstone agency, D. T.	431	Sacks flour.....	43, 100
	85	Bbls. pork.....	28, 050
Seventy-one thousand one hundred and fifty.			71, 150

GEO. MURSHULL,
Agent for Contractor.

1873. Issued to herders:
- Oct. 13. 10 pounds coffee.
 - 1 sack flour.
 - 1 sack, 97 pounds bacon.
 - 1 barrel salt.
 - 25 pounds sugar.
 - Nov. 3. 20 pounds sugar.
 - 1 sack flour.
 - 5 pounds coffee.
 - Nov. 13. 6½ pounds coffee.
 - 9½ pounds sugar.
 - 1 sack, 92 pounds bacon.
 - 1 sack flour.
 - Nov. 6. Issued to Raymond and party.
 - 50 pounds bacon.
 - 25 pounds coffee.
 - 30 pounds sugar.
 - 1 sack flour.
 - Issued to herders.
 - Dec. 1. 21 pounds coffee.
 - 32 pounds sugar.
 - 105 pounds bacon, 1 sack.
 - 2 sacks flour.
 - 1 bbl. salt for herd.

The above are rations to the 13th of July, 1874.

Made report of above issues to Maj. E. A. Howard, December 1, 1873.
C. FERRIS.

FORT RANDALL, D. T., November 13, 1873.

Received from C. Ferris, sub-agent at Fort Randall, Dakota Territory, the following described articles of Indian supplies, in apparent good order and condition, to be forwarded to Whetstone Indian agency

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by A. H. Wilder, contractor for transporting Indian supplies from Fort Randall, Dakota Territory, to Whetstone agency, Dakota Territory; there to be delivered, in like good order and condition, unto E. A. Howard, United States Indian agent at Whetstone agency, Dakota Territory, the distance being two hundred and eighty miles. Freight to be paid by the proper officer of the United States at contract rates.

J. H. PRATT,
Agent for Contractor.

Name.	No.	Packages contain.	Pounds.
E. A. Howard, U. S. Indian agent, Whetstone agency, D. T.	147	Sacks flour.....	14,700
	16	Barrels of pork.....	5,280
		.....	19,980

Received from C. Ferris, sub-agent at Fort Randall, Dakota Territory,
one needle-gun.

AUG. 21, 1873.

E. A. HOWARD,
U. S. Ind. Agent.

July 8, 1873, received from the steamboat Silver Lake:

Marked.	No.	Articles.	Weight.
E. A. Howard, U. S. agent, Whetstone agency, via Fort Randall, D. T.	32	Bales, 8 oz. duck.....	10,560
	19	Cases merchandise.....	6,080
	25	Packages axes.....	2,580
	76	Sacks bacon.....	9,974
	170	Barrels sugar.....	42,500
	322		71,694

July 9, 1873, received from the steamer Hiram Wood:

Marked.	No.	Articles.	Weight.
E. A. Howard, U. S. agent, Whetstone agency, via Fort Randall, D. T.	152	Barrels sugar.....	36,553
	374	Sacks coffee.....	61,280
	526		97,843

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Aug. 4, 1873, received by steamboat Silver Lake :

Marks.	No.	Packages contain—	Weight
E. A. Howard, U. S. agent, Whetstone agency.	582	Bbls. sugar	141,549
		Bales blankets.....	
	5		
	4	Box mdse dry goods	4,760
	2	Box mdse dry goods	640
	3	Box mdse dry goods	1,150
	1	Box mdse dry goods	347
	2	Box mdse dry goods	940
	6	Bales blankets.....	1,870
	4	Box dry goods.....	1,230
	29	Bales blankets.....	12,990
	18	Box mdse dry goods	4,400
	5	Box mdse dry goods	2,240
	417	Box soap	29,190
	10	Bales sheeting.....	2,900
	14	Box mdse dry goods	4,550
	3	Box wool hats.....	625
	118	Butts tobacco	14,160
247	Bags coffee.....	40,260	
17	Bbls salt.....	5,340	
1000	S'ks flour.....	100,000	
			369,141

Aug. 4th, 1873, received from steamer Silver Lake :

Marks.	No.	Packages contain—	Weight.
E. A. Howard, U. S. agent, Whetstone agency, D. T.	75	Doors	4,360
	4	B'dls ox-bows.....	
	1	B'dls iron springs.....	
	1	B'dls S. leather.....	
	1	Saw, circular, (in board).....	
	4	Boxes hardware	2,960
	25	B'dls glazed sash.....	
	1	Can turpentine.....	
	10	Kegs paint.....	6,640
	40	Kegs nails	
	10	B'dls iron	
	5	Kegs horseshoes	
	1	Coil rope	15,60
	1	P's G. pipe, (2 elbows attached).....	
	2	B'bls lin. oil	15,60
	5	Box w. glass	
	8	Box H. nails	
	2	Tubs tallow.....	
	1	B'bl pitch.....	
	1	B'bl castings.....	155,20
1	G. stove		
4	Box toe-çaulks		

Received of Silver Lake, No. 4, September 3, 1873, 6 cook-stoves, 1 reservoir, 1 closet, 1 bundle pots, 2 bundles elbows, 6 bundles stove-pipe, 6 wash-boilers, 2 bundles spades, 1 bundle spiders, 1 bundle (2) ox-bows, 1 coil-rope, 4 bundles iron, 2 kegs horseshoes, 6 bundles hose, 4

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bundles ox-bows, 30 ox-yokes, 2 bundles rakes, 2 bundles shovels, 12 bundles forks, 2 bundles post-augers, 2 bundles post-augur blades, 1 cask chains, 1 box hardware, 6 box-stoves, 3 bundles pots, 1 bundle cast pans, 2 rake thills, 4 wheels, irons attached, 1 box castings, 1 seat, 1 lever, with castings attached, 1 bundle gleaner-sticks, 1 axle, with rocker-frame attached, 1 spring top, with seat-board attached, 1 mower-frame with seat-board attached, 1 mower-frame, 1 mower-fongue, 1 mower-box, 1 lever, with irons attached, 1 axle, with teeth attached, 1 bundle teeth—Weight 6,421.

Received from Silver Lake, No. 4, September 15, 1873 :

Marked—	No.	Packages contain—	Pounds.
E. A. Howard, United States Indian agent.	1500	Sacks flour	150,000
	161	Sacks bacon.....	25,456
			175,456

Received from Silver Lake, No. 4, September 23, 1873 :

Marked—	No.	Packages contain—	Pounds.
E. A. Howard, United States Indian agent.	30	Wagons.....	30,000
	15	Sets neck-yokes and whiffle-trees...	430
			30,430

Received by steamer Hiram Wood, October 10, 1873 :

Marked—	No.	Packages contain—	Pounds.
E. A. Howard, United States Indian agent.	600	Sacks bacon.....	61,918
	10	Complete tarpaulins. }	900
	2	Complete tents. }	
			62,818

FORT RANDALL, D. T., October 25, 1873.

Received from steamer Silver Lake No. 4, the following articles:

Marked—	No.	Packages contain—	Pounds.
E. A. Howard, United States Indian agent, Whetstone agency, D. T.	1775	Sacks flour	177,500
	60	Barrels pork.....	19,800
			197,300

FORT RANDALL, D. T., October 13, 1873.

Received from Silver Lake No. 4 :

Marked—	No.	Packages contain—	Pounds
E. A. Howard, United States Indian agent, Whetstone agency, D. T.	400	Barrels pork	132 000
			132 000

FORT RANDALL, D. T., October 13, 1873.

Received from A. H. Wilder, for the use of the Whetstone Indians the following :

- (50) Fifty cows, from three to six years old.
 - (57) Fifty-seven oxen, from four to seven years old.
 - (2) Two Durham bulls.
 - (2) Two stallions.
 - (3) Three horses.
 - (4) Four saddles.
 - (4) Four bridles.
- } Required for herding.

C. FERRIS,

Sub-United States Agent for Whetstone Indian Agency.

October 21. (1) One black horse died with herd.

November 3. (1) One ox died belonging to herd—mixed affidavit of August Johnson and Aaron Vanosterhout sent to Major Howard November 16, 1873.

Triplicate.

The following list of Indian stores and supplies transferred by sub-agent A. A. Howard, at Fort Randall, D. T., on the 1st day of December, A. D. 1873.

One hundred and twelve barrels sugar, gross weight 27,536 pounds ; 92 sacks coffee, gross weight 14,994 pounds ; 31 sacks bacon, gross weight 3,430 pounds ; 889 sacks flour, gross weight 88,900 pounds ; 115 barrels pork, gross weight 37,950 pounds ; 15 barrels salt, gross weight 4,725 pounds ; 3 tarpaulins, gross weight 240 pounds ; 1 tent, 50 pounds ; 1 bundle ox-bows, (2 inches,) 4 bundles ox-bows, 30 ox-yokes, 1 cask chains, 21 wagons, 12 sets whiffletrees and neck-yokes, 50 cows, three to six years old, 56 oxen four to seven years old, 2 Durham bulls, 2 horses, 4 saddles, 4 bridles, 1 clock, one lounge, badly worn ; 1 desk and table, 2 stoves, 2 ox-wagons, incomplete and worn ; 1 bunch keys.

I certify that in accordance with instructions received from E. A. Howard, United States Indian agent, I have, this 1st day of December, A. D. 1873, relieved sub-agent C. Ferris from his duties at Fort Randall, D. T., and received from him the public property specified above.

A. A. HOWARD,
Sub-Agent Fort Randall.

WASHINGTON, D. C., *May 28, 1874.*

ELIPHALET B. CRAWFORD sworn and examined.

By the CHAIRMAN:

Question. What is your age?—Answer. Forty-four.

Q. Occupation?—A. Merchant.

Q. Residence?—A. Sioux City, Iowa.

Q. This committee is charged with the duty of investigating into alleged frauds on the part of officers of the Government, during the fiscal years of 1872 and 1873; do you know anything of your personal knowledge that will tend to prove frauds, unfairness, or irregularities on the part of any of the officers whose duty it is to administer Indian affairs; and if you do, state in your own way what you know of them?—A. No, sir; I do not know that I do. I do not know anything in regard to that matter.

By Mr. ADAMS:

Q. Can you tell this committee what the current price of corn was at Sioux City from the 1st August to the 1st January last?—A. Yes, sir; I think I can tell something about the price of corn during that period. I think that during the months of August and September, corn sold in Sioux City—corn in the ear—

Q. I am not talking about corn in the ear, but about shell corn?—A. I think it ranged from 55 cents to 65 cents per bushel.

By the CHAIRMAN:

Q. How many pounds per bushel?—A. About fifty-six pounds a bushel.

By Mr. ADAMS:

Q. That is, during the months of August and September?—A. August and September.

Q. Give the prices for the other months.—A. I think, in October, November, and December, after the new crop came in, that it was some less—sold, I think, at about five cents to ten cents a bushel less.

Q. Is there a large business done in corn at Sioux City?—A. Yes, sir; there is quite an extensive business done at Sioux City.

Q. At that point it is quite extensive?—A. Yes, sir.

Q. Is that the price of the corn put up in sacks?—A. That is the price of corn before it is sacked; it costs something to sack the corn.

Q. When you give these as the current prices of corn do you speak of it as the retail prices or the wholesale prices?—A. That would be the wholesale price.

Q. Any quantity of corn that was desired could have been gotten there at those rates?—A. I think so; yes, sir.

By the CHAIRMAN:

Q. When you "say any quantity," you do not mean any unlimited quantity?—A. I mean any quantity that might be needed for the up-river trade, I suppose; we ship considerable corn at Sioux City up to the parties above, to the post.

By Mr. ADAMS:

Q. Who?—A. Various parties shipped corn there.

Q. Do you mean to say ten or twelve hundred thousand pounds could have been gotten there?—A. I should think so; without any trouble.
Adjourned.

WASHINGTON, June 2, 1874.

E. P. SMITH sworn and examined.

By the CHAIRMAN :

Question. Give your name, age, residence, and occupation.—Answer. Edward P. Smith; forty-seven years old to-day; Commissioner of Indian Affairs, Washington.

By Mr. ADAMS :

Q. You have the awarding of Indian contracts subject to the advice of the Board of Indian Commissioners, as I understand it—is that so?—A. Yes, sir.

Q. Their action, so far as the awarding of contracts is concerned, is merely advisory?—A. Yes, sir.

Q. The awarding of the contracts is under the law a matter with you?—A. Yes, sir.

Q. Not with the Board of Indian Commissioners?—A. No, sir.

Q. It appears from a tabulated statement which I have before me, furnished from your office, that there were contracts awarded to G. M. Dodge for furnishing beef to the Santee, Yankton, and Cheyenne agencies, amounting in the aggregate to 6,300,000 pounds, at \$2.76½; why was not that contract awarded to Mr. Wilder, who bid \$2.72½, instead of to Mr. Dodge at \$2.76½?—A. Because the board thought better not.

Q. What were the reasons which governed the board?—A. I do not know their reasons in full; they stated at the time that it was not wise to put everything into the hands of one man, however responsible he might be, because of the liability that something would occur.

Q. Because of the responsibility?—A. Because of the absolute necessity that this contract should be filled, and competently filled, it was not well to give it all to one man, or that there should be a liability or even possibility that he should fail; by dividing it among different persons that liability would be avoided.

Q. You heard the opinion and advice of the board. I understood you to say a while ago, that the persons to whom you should award the contract was a matter for you to determine?—A. Yes, sir.

Q. And you had a right to determine that a certain award should be made contrary to the advice of the advisory board if you thought best?—A. Yes, sir. Congress gave me thirteen men to advise me, and I had been Commissioner only three weeks, and I thought it was tolerably safe to follow the direction of Congress in that matter.

Q. Did you concur with the Board of Indian Commissioners in that view?—A. Yes, sir.

Q. It was your opinion as well as theirs?—A. I am not so certain about that. I did not see any particular danger myself. I did not appreciate any danger. I saw no objection; but the fears presented to their minds, I felt bound to acknowledge.

Q. Would it not have made a difference to the Government of several thousand dollars?—A. Yes, sir.

Q. I mean the awarding of the contract to Mr. Wilder at \$2.72½ instead of to Mr. Dodge, at \$2.76½?—A. Yes, sir; but then I could not place myself in the position of assuming that liability, however remote it might be, as against the advice of these parties for any such consideration as a few thousand dollars; in case of a war breaking out, or if anything had occurred, the whole thing would have come upon me, because I was going against the advice of the board.

Q. Do I understand you to say that you acted against your own better judgment and in deference to the advice of the board?—A. I did not appreciate the difficulty which the board seemed to feel; it did not seem so large an objection to me, and if they had not stated it, it would not have occurred to me.

Q. Was not Mr. Slevins a bidder for the contract for all those Sioux agencies?—A. I think so; yes, sir.

Q. Why was not the contract to Mr. Dodge awarded to Mr. Slevins at \$2.73, instead of to Mr. Dodge at \$2.76½?—A. I acted under the advice of the board that there should be at least three contractors for this large sum.

Q. Have you any idea, Mr. Commissioner, how much difference it would have made to the Government, if the contract had been awarded to the lowest responsible bidder for all those agencies—some agencies—all of those Sioux agencies?—A. I have not; but I could tell very easily by computation.

Q. The contract for the Whetstone and Sioux agency, 5,000,000 of pounds was awarded to Mr. Wilder?—A. 10,000,000. Whetstone and Red Cloud, I think, that is the amount.

Q. What was the amount of the beef required to be furnished by Mr. Slevins under his contract?—A. I have not before me the schedule; this statement does not show (pointing) what Mr. Slevins had.

Q. The agencies are the Upper Missouri and the Grand River; what is the amount?—A. The Upper Missouri is 1,850,000 pounds; Grand River is 5,000,000.

Q. Then it is 6,850,000 for the two?—A. Yes, sir.

Q. Well, now, I will ask you why if it was thought advisable to divide this large amount of beef between several different parties, and the board acquiesced in that view, why was not the contract to Mr. Dodge, for 6,300,000 pounds of beef, at \$2.76½, awarded to Mr. Beard, who proposed to furnish it at \$2.72½?—A. I do not know.

Q. Is it not a fact that Mr. Beard proposed to furnish the precise character of beef actually required at \$2.72½?—A. I cannot tell without the bid before me.

Q. Look at the bid (showing) and see if that is not so?—A. His bid is for \$2.45 in the summer months.

Q. Not designating the character of the cattle, and for \$3 for native cattle during the winter months, making an average of \$2.72½?—A. I have no recollection of what was said about this bid at all, but there are marks on it which show it to be a straw bid; the erasures and pencil-marks, and the fact that the bidder never appeared, that no such man ever appeared himself, would go a good ways in that direction.

Q. Was a man expected to appear himself before the contract was awarded to him?—A. Yes, sir, and to give a reference where he could be found; there is no address there where you can find any man in the world; he has got no post-office address; there is a class of bids that are made after parties go to New York; made in other names than their own, and made on blanks that have been furnished before a judge or justice of the peace, and that bid (pointing) on its face is one of that character. I suppose that is the reason why it was not considered at all, though I have no recollection about it. The address there has been crossed, and a new one put in. The man's name was in pencil, and some one signed it over the pencil. The parties who proposed to guarantee it are not attached to it at all. The guarantee does not specify the party at all; all of them show the erasure; it is a bogus thing on the face of it, and that is the reason why it was not considered.

By Mr. LAWSON:

Q. They do not put even the name?—A. It reads the contract shall be awarded to _____, and _____ will be responsible.

Q. Do you know any place by the name of Gilman, the place where it purports to be dated from?—A. I do not.

By Mr. ADAMS:

Q. I will ask you if Mr. J. W. Iliff did not propose to furnish beef for the Red Cloud agency at \$2.69½, and, if so, why his bid was rejected and the contract awarded to Mr. Wilder at \$2.72½?—A. I am not able to state without having his bid before me. (After looking at the bid.) He did not bid for the class of cattle purchased.

Q. What are the class of cattle purchased?—A. For 6 months Texas cattle, and for 6 months Texas cattle wintered north of Kansas. There are three classes of cattle called for. He did not bid for the class which they decided to purchase.

Q. I will ask you if this bid (pointing) does not agree to furnish the class of cattle required?—A. J. W. Iliff's bid for Red Cloud is \$2.80; for Whetstone it is \$2.90. Mr. Wilder's bid is \$2.72½, and he got it. Mr. Iliff's bid for cattle wintered north of Kansas was \$2.80 at Red Cloud agency, and at Whetstone agency \$2.90.

Q. What is his bid, without designating the cattle which may be furnished as Texas cattle?—A. His bid, without designating the cattle, is \$2.59 from July to December.

Q. Is not that the very class of cattle which was proposed to be furnished?—A. For six months of the year.

Q. Does not he propose to furnish cattle, without any designation as to character, for \$2.59 for six months, and does not he propose to furnish native or northern-wintered cattle for \$2.80 for the remaining six months?—A. No, sir; he proposed to furnish cattle wintered north, from January to June, at \$3.20. I am now speaking of Red Cloud, which was considered higher than Mr. Wilder's bid.

By Mr. LAWSON:

Q. Did I understand you to say that the bids for Mr. Iliff, for the Red Cloud agency, do not show upon their face that there was any bid for \$2.69½, as suggested by the question of Mr. Adams?—A. There is no bid here as low as Mr. Wilder's, taking into consideration what was the character of the cattle to be furnished.

By Mr. ADAMS:

Q. You find that now, after an examination of the bids?—A. Yes, sir; for the cattle furnished.

Q. After looking at the bids?—A. Yes, sir.

Q. Taking those two bids of Mr. Iliff, does not he propose in one of those to furnish cattle without any designation at \$2.59, and in the other does not he propose to furnish native or American cattle at \$2.80?—A. In one bid he proposes to furnish cattle, without any designation as to the class, at \$2.59 for the Red Cloud agency; that is for the year round.

Q. Had not you a right to take as many cattle of him as you chose?—A. No, sir; he bids for the year he does not bid for a month, and those were not the class of cattle; he does not specify what class of cattle.

By Mr. LAWSON:

Q. When bids of that kind are put in, are they rejected at once as

being informal?—A. Yes, sir; the rule on which I acted was that I would not accept a bid and I would not consider a bid to which I could not hold the bidder. I could not hold him to deliver cattle on that bid, wintered north of Texas.

Q. Was that bid in compliance with the advertisement of the Department for cattle?—A. No, sir; the advertisement called for three classes of cattle, and he does not designate any class.

By Mr. ADAMS:

Q. Did not Mr. Bosler (bid No. 31) bid for some of these agencies at lower rates than they were awarded to other parties for?—A. Mr. Bosler bids for a portion of the agencies, Santee, Yankton, Grand River, and Whetstone, at \$2.50 for four months.

Q. What designation is there as to the character of the cattle?—A. Without any designation whatever as to the character of the cattle in one bid. In the next bid he offers Texas cattle for six months at \$2.50, and wintered north, for the remaining six months, for \$3.05. It was a higher rate than that at which it was awarded.

Q. If Mr. Bosler's bid had been lower, what was the average of Mr. Bosler's bid for Texas and native cattle?—A. Two dollars and eighty-two and one-half cents.

Q. Was not it determined by yourself and the board that no contract should be awarded to Mr. Bosler in consequence of previous matters?—A. No, sir. When you say myself and the board, I do not know what the "board" means. It was by no joint action of myself and the board.

Q. Was it discussed in the committee-meeting?—A. I don't think it was.

Q. I see from this table, furnished from your office, that P. H. Kelley was awarded a contract for flour at various agencies at \$3.50, and bid No. 54 proposed to furnish the flour at \$2.87. Why was the contract awarded to Mr. Kelley in preference to Mr. Ejelet?—A. It was awarded on a sample of flour. The inspector on going through them pronounced that the best flour, and it appeared to us the most economical flour to purchase.

Q. This contract of flour to the Arkansas agencies to J. H. Martens, for \$3.25, was afterward given to Mr. Fenlon, was it not?—A. Yes, sir.

Q. Does the price of flour furnished by Mr. Fenlon, at the agencies, correspond exactly with the price at which the contract was proposed to be furnished by Mr. Martens, with transportation added?—A. Exactly.

Q. From what point was the flour to be transported by Mr. Martens?—A. From Kansas City.

Q. What are the rates of transportation from Kansas City?—A. I have not the schedule with me; we have regular contract-rates.

Q. Who is the contractor? Do you remember?—A. I do not just now.

Q. There was a contract awarded to Mr. Nelson Story, for bacon at the Blackfeet agency, for 25,000 pounds of bacon, at 13 cents a pound; and you will find by reference to Mr. J. E. Booge's bid that Mr. Booge proposed to furnish at 10½ cents. The contract for 80,000 pounds of bacon, at the Crow agency, was awarded to Mr. Nelson Story at 13 cents a pound; now, I ask you, Mr. Commissioner, if Mr. J. E. Booge did not propose to furnish bacon for those two agencies at 10½ cents a pound; and, if so, why Mr. Story's bid was accepted and Mr. J. E. Booge's bid rejected?—A. J. E. Booge's is a bid on his own signature, is a bid on his own signature, which is not genuine—he has two signatures; they are as distinct as light is from darkness.

Q. Was that your reason for refusing his bid?—A. I presume so; I do not recollect anything about it; it was one of those straw-bids, where the original names were taken out and new ones inserted.

Q. You say that it is apparent on the face of that bid that he is a fraud?—A. Yes, sir.

Q. If that be so why was it that you awarded to J. E. Booge a contract for 36,000 pounds of bacon at Santee, 84,000 pounds of bacon at Yankton, 300,000 pounds of bacon at Whetstone, 108,000 pounds at Upper Missouri agency, and 180,000 pounds at Cheyenne River, and 150,000 pounds at Milk River, and 300,000 pounds at Grand River?—A. His other bids were, probably, not frauds.

Q. The proposition is contained all in the same bid—that is, in the bid you said was a fraud, there is the proposal contained in it, and on that the award was made to him.—A. That is the fact on its face.

Q. You stated to this committee that you awarded Mr. Booge 36,000 pounds at Santee, 84,000 pounds at Yankton, 300,000 pounds at Whetstone, 108,000 pounds at Upper Missouri agency, 180,000 pounds at Cheyenne River, 150,000 pounds at Milk River, and 300,000 pounds at Grand River, on that very bid which you here pronounce a fraud; is it not so?—A. Here is another reason for it—he did not propose to deliver at Milk River at 10½ cents.

Q. But you did award it to him at Milk River at 10½ cents?—A. Not delivered at Milk River.

Q. The contract is for Milk River?—A. It is to be delivered at Sioux City, and the freight has to be added to get to the upper country, and that makes more than the difference between that and Mr. Story's bid, so that Story's bid is the lowest.

Q. Nevertheless you gave a contract for a large amount of bacon to Mr. Booge on that bid which you have here to-day pronounced on the face of it a fraud?—A. Yes, sir.

By the CHAIRMAN :

Q. Do we understand that that bid of Mr. Booge's was lower than the other one?—A. Yes, sir; the bids that Mr. Booge had awarded to him were the lowest bids.

By Mr. ADAMS :

Q. If you reject other bids, bids of other gentlemen which from the face of them are frauds, why should you not have rejected the bids of Mr. Booge for the same reason?—A. I do not know.

Q. Mr. Booge's contract for bacon which was awarded to him amounts to \$122,340; are there as many evidences connected with Mr. Booge's bid of fraud as with any other bids that are rejected?—A. I do not know that there is.

Q. I wish you would look at the bid of Mr. Story, (No. 53.)

By the CHAIRMAN :

Q. I notice on one of these bids that you accept the bid of Mr. Booge with the name of J. H. Charles, one of the heaviest firms in Sioux City, but on the other I do not notice the name of J. H. Charles on the rejected one.

By Mr. ADAMS :

Q. I will ask you, notwithstanding this fraud which appears upon the face of Mr. Booge's bid, after you had determined to accept his proposal to furnish bacon at 10½ cents a pound, for certain agencies, why was not the contract for the Blackfeet and Crow agencies in Montana given

to him also, at 10½ cents a pound, instead of to Mr. Story, at 13 cents a pound?—A. I do not know that this matter of fraud on the face of the bid came at all in question there; that occurred to me on looking at it here. I do not know that it ever came up there; otherwise I should have remembered it in connection with the awards made to him. Why this was given to Mr. Story instead of to Mr. Booge I cannot tell until I see Mr. Story's bid.

Q. It was given to Mr. Story at 13 cents, while Mr. Booge's bid was 10½ cents?—A. The difference is 2½ cents a pound. The freight and the waste from Sioux City is more than that, and that would account for the preference to Mr. Story on this bid.

By Mr. LAWSON:

Q. Did Mr. Story propose to deliver it at the agency?—A. Yes, sir, at the agency.

Q. At 13 cents a pound?—A. At 13 cents a pound.

By Mr. ADAMS:

Q. Would not the freight to Milk River and the waste to Milk River be greater than it would to Blackfeet and the Crow agency? You say that, although Mr. Story's bid proposes to furnish the bacon at 13 cents, while Mr. Booge's proposes to furnish it at 12½ cents a pound, you accepted Mr. Story's bid because that included the freight?—A. Mr. Story's bid at Blackfeet was 13 cents a pound, and for bacon to Fort Peck, 12½ cents. There was no bid for Blackfeet by Mr. Booge. Mr. Booge did not include Blackfeet. The freight and waste to the Crow agency and Blackfeet would be 5 cents a pound.

Q. I will ask you if the freight and waste on the bacon from Sioux City to Milk River would not be greater than the freight and waste would be to Blackfeet and Crow agency?—A. No, sir; it would not be more than half as much.

Q. To Milk River?—A. No, sir.

Q. Where is Milk River?—A. On the Missouri River—water transportation all the way. Blackfeet is 400 miles—wagon—one way, and 200 the other way.

Q. What is the rate of transportation from Sioux City to Milk River?—A. It is different in different months; it varies from \$1.50 to \$3 a hundred pounds.

Q. A hundred pounds a hundred miles?—A. No, sir; the whole distance; it would be impossible to deliver it from Sioux City to Blackfeet at less than 20 cents a pound.

Q. What would be the loss in the bacon, and the cost of transporting freight from Sioux City to Milk River?—A. It would be different in different months; it is from 5 to 15 per cent. The freight to Milk River from Sioux City ranges from \$1.95 to \$3.25—\$1.95 in July and in August; it is \$3.25 in September. The difference between the two is 1½ cents between the two bids. The freight could not have been less than two cents—probably three, and the shrinkage would be 15 per cent. The reason why Mr. Booge did not get the contract is because the Government would have lost by giving it to him.

Q. If Mr. Booge had got the contract to Milk River, the Government would have suffered to what extent?—A. From one to two cents a pound.

Q. And you think Mr. Story's bid was preferable to Mr. Booge's bid, because it was better for the Government by one or two cents a pound?—A. I should think so from the way the papers appear here. I am speaking from the information I get here; those are the contracts. Mr. Story

bid 12½ cents for bacon delivered at Milk River without shrinkage and without freight. Booge's bid was 10½ cents at Sioux City, and the Government has to transport it to Milk River at a cost of not less than two cents a pound. The shrinkage would not be less than eight per cent., and might be fifteen; therefore, on those figures, the Government would have been the loser if we had not contracted with Mr. Story.

Q. Would have been the loser if it had contracted with Booge?—
A. Yes, sir.

Q. Do not you know, as a matter of fact, the contract was given to Mr. Booge instead of to Mr. Story?—A. I do not; yes, sir; Booge's bid is 10½ cents.

Q. Then, the fact is, that the contract for Milk River for bacon was given to Mr. Booge at rates less favorable to the Government than Mr. Story's would have been?—A. Yes, sir.

Q. And that, too, when Mr. Booge's bid is a fraud upon the face of it?—A. No, sir; you are speaking now of what appears in New York.

Q. I am talking about what appears from the face of Mr. Booge's bid.—A. You are talking about what transpired in New York; and that did not appear in New York, so far as I know.

Q. You state the fact here that Mr. Booge's bid was a fraud on the face of it. Did it appear in New York, so far as you know?—A. No, sir.

Q. Was it not your business to examine every bid and to detect any frauds that might appear from the face of them?—A. Yes, sir.

Q. If you did not discover in New York that Booge's bid was a fraud—the bid which here to-day you pronounce it to be, was it your negligence in not making the discovery there?—A. Yes, sir, if it is a fact; but if you have a mind to consider one of those as a copy of the other, it does not necessarily make it so.

By Mr. LAWSON:

Q. Has Mr. Booge complied with the contracts that were awarded to him for that agency?—A. Yes, sir.

By Mr. ADAMS:

Q. Has Mr. Story complied with the contracts that were awarded to him?—A. I think not entirely. I am not sure, however. There are some questions about it yet unsettled.

Q. If it was for the benefit of the Government to make the award to Mr. Story for the delivery of the bacon at Milk River instead of to Mr. Booge, for the delivery of the bacon at Sioux City, why was the contract for the bacon at Milk River given to Mr. Booge instead of to Mr. Story?—

A. I acted in New York under the advice of thirteen men appointed by the President to advise me. I was only three weeks in office. They were acquainted with that country. The secretary of the board had been through that country. They were acquainted with the parties, and they made their statements, and I acquiesced in them.

By Mr. LOWE:

Q. Did they advise in this letting to Mr. Booge?—A. They did.

By Mr. HARRIS:

Q. Have they ever complained that the letting to Mr. Booge was wrong?—A. No, sir; the award was their own; the award was advised by them.

By Mr. ADAMS:

Q. I will ask you if this bid of Mr. Booge's has not been altered, and

if there have not been erasures made in the figures at which he proposed to carry them out in both bids?—A. Yes, sir.

Q. I will ask you if on one of the bids the name of James Booge is not written over another name that was erased?—A. Yes, sir.

Q. Do they not purport to be one and the same bid, these papers?—A. They purport to be duplicates.

Q. I will ask you if the name of J. E. Booge, signed to both these papers, which purport to be duplicates, is not written on a place where another name has evidently been erased?—A. So it appears.

Q. I will ask you further to examine it, and see if "J. E. Booge," written on one of the papers, is not evidently in a different handwriting from the name "J. E. Booge" written on the other paper?—A. Yes, sir. I should say, on looking at it, that it is entirely possible that both are written by the same man; that they are both genuine signatures.

Q. I will ask you if C. E. Hedges does not appear to be one of the guarantors on one of the papers for Booge and himself, who proposes to do the work?—A. Yes, sir; that name is here.

Q. Give the names of the guarantors for Booge and Hedges on the one paper, and then give the names of the guarantors for the same parties on the other paper, the bidders being J. E. Hedges and J. E. Booge on both papers?—A. The guarantors on one are C. E. Hedges, George W. Weare, and John P. Allison. The guarantors on the other are J. E. Sawyer, J. H. Charles, George Weare, and John P. Allison.

Q. Do you know that these two papers are intended to be the same bid or different bids?—A. I did not look at the prices there at all. I did not compare them in that respect, but they seemed to be the same bids.

Q. It is customary for contractors—indeed it is required from them in making proposals—to make them in duplicate?—A. That was in accordance with the advertisement, but they were not held to it.

Q. But the advertisement requires it to be made in duplicate?—A. Yes, sir; it is a matter of convenience only, however.

By Mr. LAWSON:

Q. Is it your opinion that one of those papers is a duplicate of the others?—A. I suppose they were intended to serve for that purpose; that is a better bid in that form than in any other; it is a better form in that way than an exact duplicate.

By Mr. ADAMS:

Q. Why?—A. Because we have got two additional sureties; we could hold them on either one. The requiring of a duplicate is simply for office convenience; that answers every purpose of that kind, and the two additional securities make it a better one.

By Mr. LAWSON:

Q. Did the additional security on one paper enter into the consideration of awarding the contract?—A. Probably not.

By Mr. ADAMS:

Q. I will now ask you how it happens that you detected so readily a defect in the bid of Mr. Beard and the bids of other gentlemen, but failed to discover the defects in the bid of Booge & Co.?—A. I don't know that we did detect the defects in Mr. Beard's bid; I have no recollection of Mr. Beard's bid at all in N. Y. I inspected it here the same as I did there on its face, but on examination I find that it is entirely possible

that that is the same handwriting in both cases, a fact which does not appear in the case of the other bids.

By Mr. LAWSON :

Q. The last question would seem to imply that there was a defect in that bid of Booge's?—A. There is no defect in it if you grant that those two signatures are the same.

By Mr. ADAMS :

Q. If this bid to Booge & Co., with the figures evidently altered, and with the signature of Booge written over another name, which has evidently been erased, and if the fact be that different guarantors appear on the two papers which purport to be the same bid, are not those defects in the bid itself?—A. The change of figures is a very frequent thing; it occurs in nearly all bids; parties come to New York and they do not decide till the last hour the lowest figure they will come to, and they very frequently change their bids in that respect; the change of signature, if nothing else, were known about the parties, and if they were entire strangers would so far, of course, damage the bidder; but if the parties are responsible who sign it, and are known to be such, it would not.

Q. What about the different guarantors appearing?—A. That is no harm to it at all.

Q. Have you any means of knowing whether the name of J. E. Booge had not been placed there instead of the name which had been erased after these guarantors had signed their names to it? Here are guarantors who sign their names vouching for the responsibility of the above bidders; how could you tell whether they were guaranteeing for Mr. Booge or for the name that was erased before Mr. Booge's name was put there?—A. I could not tell. That is the form in which nearly all the bids come in.

Q. You seem to think now that this is a very fair specimen of a bid?—A. I have not said so.

Q. What was it that you discovered, when this bid was first handed to you, that induced you to pronounce it a fraud on its face?—A. These marks of change which were in all straw bids, or are very frequently in them.

Q. Have you changed your opinion now from the one you expressed a while ago, when you said it was evidently a fraud on its face?—A. Yes, sir; I have since examined the guarantors there; some of them I know personally, and I know them to be men of high character and responsibility.

Q. But do you know that the guarantors were guaranteeing for Mr. Booge?—A. No, sir.

Q. Do you know whether the guarantors, when they signed their names, were guaranteeing for Mr. Booge, or for the man whose name was erased before Mr. Booge's name was put there?—A. No, sir.

Q. The contract for native cattle at Blackfeet agency seems from this table furnished from your office to be awarded to Nelson Story at \$2.33 for a hundred pounds, whilst R. Lockey bid \$2 per hundred pounds, and Church & Co. bid \$2.25 per hundred pounds. What was your reason for awarding the contract to Mr. Story for \$2.33, when Mr. Lockey and Church & Co. both bid for the same articles at less figures?—A. I made the award on the advice of the board. They were acquainted with Mr. Story and I was not. They vouched for him from personal knowledge.

Q. Did any of them profess to know anything against Mr. Lockey?

—A. I do not know.

Q. I will ask you if it was not a custom of yours, as the person who had the right to make the awards, to reject all the bids which had suspicious marks upon them?—A. I followed, in making the awards, the advice of the board; when they reject a thing, unless there was a special reserve for it, as a matter of course I acquiesced.

By Mr. HARRIS:

Q. When you are asked if you had a right, what do you understand by that?—A. I had a right which I did not exercise, following their advice. There were one or two cases in which I wanted to exercise it, to give it to the lowest bidders.

By Mr. ADAMS:

Q. Which were they?—A. In relation to the Montana flour, I insisted there that it should be given to the lowest bidder, and a statement was made over there that it could not be delivered at those prices; that there must be fraud in it. Then it was left to Mr. Cree, General Cowen and myself to adjust it subsequently, and I stated to Mr. A. Cree the price at which Mr. Lockey was to have the flour contract.

Q. I have heard you make mention of straw bids; some bids about which you have been questioned. You have pronounced straw bids; explain what you mean by straw bids.—A. A bid which has no responsibility behind it; a bid where a man does not give the place where he lives, and never appears himself, has no address in writing, and does not give it and never claims afterward on the bid; never appears afterward; it would be likely that that would be a straw bid.

Q. These contracts for flour in the Montana agencies you wanted to award to parties who made the lowest bids?—A. That was my judgment that it should be given to them, and they be held to their bid.

Q. Was not the question as to who the award should be given to for the Blackfeet and Crow agency left unsettled by the Board of Indian Commissioners to be determined by you and Secretary Cowen?—A. It was subsequently determined by myself, Secretary Cowen and Mr. Cree.

Q. Then, so far as the award made to the Blackfeet and Crow agencies in Montana is concerned, that was ultimately settled by you and Mr. Cree, and General Cowen, and not by the Board of Indian Commissioners?—A. Mr. Cree represented the Board of Indian Commissioners by their arrangement, so that it was settled by the board of Indian Commissioners, by General Cowen and by myself, Mr. Cree acting as their representative.

Q. Do you remember to whom you insisted upon making the award for the flour in Montana?—A. To the Board of Indian Commissioners.

Q. I mean to whom you insisted upon making the award?—A. To the executive committee who were present.

Q. You say you insisted upon making the awards to the lowest bidders?—A. I did not insist in any way of stubbornness. I said it ought to be done, and I wanted to do it; that was to the board who were present.

By Mr. LAWSON:

Q. To what parties?—A. We were talking, four or five of us together.

By Mr. ADAMS:

Q. What were the names of the lowest bidders to whom you thought the bids ought to be given?—A. That I do not know now.

Q. Was the award made by Mr. Cree, General Cowen, and yourself to the lowest bidders, whom you thought, at New York, the awards ought to be given to?—A. No, sir.

Q. Why was it not done?—A. Because of the feeling that it could not be done; a strong opinion expressed there that those parties could not carry out that contract; and I may state here, for your further information on that subject, that, on Mr. Brunot's report, after going out to Montana, that that flour was at too high a figure. The contractor was notified that we would only require 75 per cent. of it; since then the Government is purchasing flour at a higher figure than it would have been under the contract, because it cannot get it any lower.

By the CHAIRMAN:

Q. Purchasing a quantity to make up for that percentage which you ordered taken off?—A. Yes, sir.

By Mr. LAWSON:

Q. Making those purchases in the open market?—A. Yes, sir; Mr. Lockey was very glad to release us.

By the CHAIRMAN:

Q. Do I understand you that you wanted it taken off, or Mr. Brunot?—A. The board. The board did not suggest it, but it was taken off in compliance with their statement that it was at too high a figure.

By Mr. LAWSON:

Q. The board of commissioners?—A. Mr. Brunot is the president of the board.

By Mr. HARRIS:

Q. So that, in both instances, under the guidance of the Board of Indian Commissioners, you made a mistake?—A. Yes, sir.

Q. Where you find one man, who is a bidder, signing his name as a guarantor for another bidder for Indian supplies, do you regard that as a suspicious circumstance, as any reason why a bid should not be accepted?—A. No, sir; I should think not in itself, unless there are some other circumstances.

By Mr. RAINEY:

Q. Has it ever occurred to you that in a case of that kind the party might be interested in both bids that are being made?—A. Yes, sir; and there is no objection why they should not be.

Q. Sometimes they are not considered competent to carry out a contract, and merely get it to appropriate it to some one else; if you have a suspicion of that kind you would not be disposed to award them a contract?—A. No, sir.

By Mr. ADAMS:

Q. Has Mr. Wilder, under his contract for river-transportation, carried all the goods that were to be shipped to points up the river?—A. He has fulfilled his contract so far as I know. There was no amount of goods specified that he was to carry. Whatever was going to be carried he was to carry it.

Q. Were all the goods required for those upper-river agencies carried by Mr. Wilder?—A. I do not know. He has done all the Government has asked him to.

Q. But has the Government asked him to carry all the goods that

were destined for points on the Upper Missouri?—A. My impression is, yes, sir—I mean no, sir; not all that were destined for points on the Upper Missouri. He had not the contract to carry everything. He had the contract to carry those from Sioux City; but we took from Bismarck up, for which he had no contract.

Q. You appear to have made a contract without any advertising and without inviting any competition with Mr. Wilder for furnishing a large number of cattle, oxen, cows, stock, &c., for certain Indian agencies. Do you remember what was the aggregate amount of that contract which you entered into with Mr. Wilder?—A. No, sir; somewhere near \$70,000, \$67,000, or \$68,000.

Q. Is not it nearer \$80,000?—A. No, sir.

Q. I will ask you how much has been paid to Mr. Wilder under that contract?—A. I am not able to state without reference to the records.

Q. What became of the stock that Mr. Wilder was to furnish under that contract?—A. It was delivered.

Q. Delivered to whom?—A. To the parties for whom it was destined.

Q. Was all of it delivered to the parties for whom it was intended and purchased?—A. Yes, sir; so far as I know.

Q. Does your memory serve you as to the parties for whom the stock was purchased—that is, the Indians?—A. I think so.

Q. Give us who they were.—A. It was purchased for the Sioux agencies in Dakota.

Q. Give the names of the agencies.—A. For Grand River, Cheyenne Santee; then afterwards there was some purchased for Whetstone; think that is all in the contract.

Q. Have you got a copy of the contract entered into with Mr. Wilder?—A. For those cattle?

Q. Yes, sir; that contract that we are alluding to.—A. Yes, sir; I have it. I left out the Crow agency in the enumeration.

Q. When does that contract bear date?—A. July 19, 1873.

Q. Why was so large a contract as that made privately, without advertisement and without inviting competition?—A. These cattle had been promised the Sioux since 1868, and money was appropriated in 1868 to buy them; and the friends of these Sioux have been endeavoring for a long while to get the cattle for them. Why they were not furnished I do not know; but when my attention was called to it, some time in June, I think, I immediately started out getting cattle if possible; there was a question as to whether a certain fund in the Treasury was still applicable to them; whether the appropriation had not lapsed, and the money gone back so that we could not use it; and there was another question as to the treaties: whether these Indians were in condition so that the fulfillment of the treaty would allow of the use of those funds. When those questions were all settled the season was late, and there was not time for advertisement, and the arrangements on the contract I made with Mr. Wilder I regarded as entirely favorable to the Government, and so the contract was made under the law which allows me on an exigency to make it in that way; the contract was submitted to the Board of Indian Commissioners and approved by them.

By the CHAIRMAN:

Q. Do you say approved by them?—A. Yes, sir.

Q. Why in their statement then do they reject it?—A. I cannot tell; here is their schedule.

By Mr. HARRIS:

Q. You have their approval; read it, and let it go into the record.

A. This contract was forwarded to the Board of Indian Commissioners, and received by them, as appears by their mark, August 12, 1873. It is indorsed: "Examined and approved. Nathan Bishop, executive committee."

Q. State if that is the regular form in which an approval is ordinarily given.—A. Yes, sir; that is the regular form. That indorsement is allowed by the indorsement of the Department, as follows: "August 15, 1873. The action of the executive committee is hereby sustained."

By Mr. LOWE:

Q. Page 10 of the report of the Indian commissioners. State what this says in regard to that account of Mr. Wilder's.—A. This account of Mr. Wilder's is enumerated on page 10 of the report of the board, in the list of vouchers suspended by the Board of Indian Commissioners, with their reasons therefor. They make the reason, on this particular voucher for its rejection, that it was a private contract, not approved by the board, no exigency necessitating the purchase, without advertisement. Under the head of "remarks" this says "further action"—that is, the action of the board—"set aside by the Secretary of the Interior." Q. Refer to it by number.—A. No. 1629; amount \$77,910.

By Mr. ADAMS:

Q. I want to ask you when you first discovered that that contract had been approved by the Board of Indian Commissioners?—A. When I sent for the original contract. I sent over to the Auditor's Office for the original contract some two or three months ago.

By Mr. HARRIS:

Q. The gentleman asks, when did you first discover it? That implies that you did not know it at the time you made the contract; you mean to say, Mr. Adams, when after a controversy arose. Mr. Smith must have known that the contract had been approved by the Board of Indian Commissioners at the time it was returned to him.

Mr. ADAMS. That is exactly the question I am asking him.

The WITNESS. These contracts, as well as papers of every kind, go to the board for their action. Unless there is something in the way that interrupts action heretofore taken by the office, my attention is never called to them. They pass through the clerks without going to my desk at all. This paper passed in that way and went by the contract office.

Q. What contract office?—A. That is the place for the deposit of all contracts—Returns Office.

Q. In the Treasury Department?—A. I think so. I only know it by the name.

Q. Do they go to the Treasury Department?—A. I think they go to the Comptroller for record, and then come back to the Returns Office.

Q. They do not go to the Comptroller's Office and return to the Returns Office until after the action of the Board of Indian Commissioners, and everybody else is known?—A. No, sir; that would be the regular way.

Q. Don't you know that that contract was inadvertently approved by the Board of Indian Commissioners?—A. I do not.

Q. Did you ever know that there was any such indorsement on it, or suspected it, even, until after Mr. Hayden called your attention to it?—A. I did suppose it was approved by them until they said it was not, and then I took it for granted it was not. Then this controversy arose,

and they said they had rejected it. Then I did not send to the Return Office to find it. I took it for granted it was there.

Q. What time was it that they said so?—A. It was a long time after this controversy.

Q. I hold in my hand a report signed by you. The remarks put opposite to this contract with Mr. Wilder are as follows: "This contract was unintentionally sent to the Treasury Department for record without having been sent to the Board of Indian Commissioners for their approval. Accounts under this contract objected to by the board, but approved and ordered paid by the Secretary of the Interior, in accordance with the opinion of the Assistant Attorney-General, dated December 4, 1873." What did you mean by saying that it had been unintentionally signed?—A. That I supposed was the fact in the case. That was what the clerk said to me who had it in charge. He said he had made a mistake in regard to it. He took it for granted he had, because no action had been taken.

Q. Have you not in all the correspondence on this subject treated it as a contract that had not been made?—A. I have since supposed it was not approved.

By Mr. HARRIS:

Q. You took the statement of the board and believed that to be true, without inquiry?—A. I did, and acted on it.

By Mr. ADAMS:

Q. Why could you not have postponed that contract till the next spring and invited competition?—A. It would have been postponing a thing one year that ought to have been done two years ago.

Q. Why did not you advertise it, and was there not plenty of time after July when you made this contract with Mr. Wilder—July 19—have invited competition?—A. There was not time.

Q. How long would it have taken to have advertised?—A. Thirty days; and 20 days or 30 days more to have gone through the routine, and got the approval of the contract. It would have taken at least 50 days, and under this arrangement that was made Mr. Wilder had scarcely time to get the cattle there before the river froze over. If he had been ten days later, it would have been too late to cross, and we could not have got the cattle there.

Q. Who has fed those cattle this winter? Who has incurred the expense of feeding and taking care of them?—A. Some of them have been fed by the Indians, and some by the Government, out of Indian funds.

Q. Do you mean funds belonging to Indians?—A. Out of funds appropriated to this cattle arrangement which they secured in this treaty of 1868.

Q. In a correspondence which I find in Executive Document 123 you speak of the urgent necessity for making the contract at once without the delay incident to advertisement, because it was necessary to deliver the cattle in time for the Indians to cut grass?—A. Yes, sir.

Q. Well, is it not a fact that the cattle were delivered when it was too late for the Indians to cut the grass?—A. Not at all places. The Indians had notice that the cattle were under way—were actually purchased, and that is nine-tenths of the trouble, to know that it is actually purchased. When he knows that, then the Indian goes cutting grass and hay, after he gets that assurance; but he would not lift a scythe until he knew the cattle were actually purchased.

Q. Under what treaty were these cattle to be supplied?—A. The treaty of 1868; General Sherman's treaty.

Q. Does it contemplate that the Government shall continue to feed these cattle all the time, or that the Indians should take care of them?—A. It contemplates the Government using ordinary care in getting these cattle to the Indians, and getting them to take care of them.

Q. How much money has been expended during the past winter for the taking care of those cattle?—A. I cannot give the amounts in full; probably from six to ten thousand dollars.

Q. In view of the fact that the wintering of those cattle has cost that much, are you not now satisfied that you had better have postponed the purchasing of them to this spring?—A. No, sir; they are now just where we want them. Now they are there for spring work. We have got to have the winter's keeping of those cattle before you can use them.

Q. Were not cattle to be sent to the Whetstone agency, under that contract?—A. Yes, sir.

Q. Were the Indians anxious to get these cattle?—A. Yes, sir; they have been asking for them for years.

Q. What time did they get possession of the cattle which they so much desired?—A. At different points of time, from October up to November. That is my impression; I am only speaking from memory.

Q. Don't you know it to be a fact that the cattle for the Whetstone agency have never been delivered?—A. They are delivered to the agent, and he has them under his care, and the Indians know that they are their cattle. They were not taken to the Whetstone agency because there was no grass and hay within miles of it. They were grazed and herded in a valley near the Missouri River, ready for spring work now.

Q. Notwithstanding your haste to give this contract to Mr. Wilder, without inviting any competition, so that the Indians might cut grass for them and might be prepared to take care of them, the Indians did not make such preparation in point of fact, and they have been cared for and wintered by the Indian Department; is that so?—A. That is not the fact. At some places they did make arrangements and take care of them, and have been caring for them well all through the winter; at other places they did not, and the Government has taken care of them.

Q. At what places has the Government taken care of them, and at what places have the Indians taken care of them?—A. At Grand River the Government has mostly taken care of them, and at Cheyenne, the Indians have; at Crow Creek the Indians have partly taken care of them, and partly the Government; at Santee the Indians have taken care of them entirely; they cut hay on my promise that the oxen were coming; on that promise they began to cut their hay, but they were more civilized than any other Indians, and believed me more easily than wild Indians. The wild Indians won't believe anything till they see it. I have letters from the Cheyenne agent, speaking of this subject as the greatest success of anything that has occurred under his administration. He is satisfied it has given a start to the Indians in civilization, and they are opening their farms this spring.

Q. Have the cattle for the Whetstone agency ever been delivered yet?—A. They have.

Q. To the Indians?—A. Not to the Indians; they are not ready for them. The question of a reservation for those Indians has not been settled. They were going to near where the cattle are, but Spotted Tail, the chief, refused to move. That was a matter which was beyond our knowledge, and an exigency that I could have made no provision

for. If my provision for moving the Spotted Tail agency had been carried out in accordance with our expectations at the time they were purchased, the Indians would have had the cattle this spring, and would have been plowing with them on land that is fit to be plowed.

Q. I understood you to say, in the outset of your testimony, that while you did not altogether share in the opinions expressed by the Board of Indian Commissioners, that it was not wise to give Mr. Wilder so large a contract as this Sioux agency would be; notwithstanding that, in deference to their views, you acquiesced in it?—A. I did not mention any names; I said I did not appreciate the necessity of having three contractors instead of one. I did not appreciate the necessity which they seemed to feel to divide it up.

Q. Was not Mr. Wilder a lower bidder than either Mr. Slevins or Mr. Dodge?—A. That was your own inference, and not mine. You want me to state what I did not state.

Q. I will ask you if you did not feel that it would have been just as well to have awarded the entire contract to Mr. Wilder, inasmuch as he was the lowest bidder?—A. Yes, sir; if I had not had their impressions, and if I had not had their statements, and had not had their views, I should have awarded him the contract.

Q. Do I understand you to say that you yourself would have awarded the contract to Mr. Wilder at lower rates than were proposed by Mr. Slevins and Mr. Dodge, but for the suggestions of the Board of Indian Commissioners, to which you have referred?—A. No, sir; I do not state so. I say that if they had not called my attention to that necessity, and given it as their opinion, that necessity would not have occurred to me, and then, of course, I should have given it to the lowest bidder.

Q. After your attention was called to the subject, did you appreciate the suggestions made by the commissioners then?—A. I did not give the same value to it that they did, but there is something in it undoubtedly.

Q. Whatever might be your opinion about the propriety or impropriety of giving to Mr. Wilder, who was the lowest bidder, so large a contract as the beef for all those agencies would have been, you acquiesced, to say the least of it, in the views of the Board of Indian Commissioners that it was better to divide the contract?—A. The Board of Indian Commissioners were given me by Congress to advise me, and I followed their views in this case, and I think I did wisely.

Q. You now think you did wisely?—A. Yes, sir. I did not think it would have been safe for me to do otherwise, because it is not wise for me to go against such a board as that, unless I can give a very strong and conclusive reason. It was not wise for me to take the risk, even of the slightest accident of incurring this peril, which they said was possible; for that reason it was wise for me to do as I did.

Q. Why could not Mr. Wilder have filled that entire beef contract just as well as three men could have filled it?—A. Three men are three times as strong as one man, provided the men are equally strong. There is only one-third of the liability on each when you divide it among three, which the board suggested to me.

Q. Do you mean to say now that you thought it was wise not to give Mr. Wilder a contract which involved a pecuniary responsibility so large as that?—A. I thought it was wise not to give it to him when I should have had to give it to him contrary to the advice of the board; that is, as far as my opinion went.

Q. The Board of Indian Commissioners then thought that the pecuniary responsibility was so important that it was better not to give Mr.

Wilder, although he was the lowest bidder, more than he got in that contract?—A. It was not a pecuniary responsibility alone; it was a responsibility more than money. For instance, Mr. Wilder may die. Who shall succeed him and take up his contract? That is a liability that comes in; and here were 30,000 Indians, wild Indians most of them, and if the contractor failed, then there was this liability. That is the way the board represented it.

By Mr. HARRIS:

Q. You mean the liability of Indian difficulties?—A. Yes, sir; I did not consider it wise for me, in the face of their statements, with their knowledge of the facts, to go against their advice.

By Mr. ADAMS:

Q. Did not you since that time, on your own account, give to Mr. Wilder contracts involving a much larger amount than the beef contracts which Mr. Dodge and Mr. Slevins got?—A. I think not.

Q. Did not you give to him a contract for transportation from Fort Randall to Whetstone?—A. Yes.

Q. Did you give to him a contract for these oxen and cattle?—A. Yes, sir.

Q. Did you give him a contract for furnishing beef and hay at Fort Berthold?—A. Yes, sir.

Q. What other contracts have you given to him?—A. I do not remember.

Q. In making this substitution of corn for flour at certain agencies, what was your reason for doing it?—A. The advantage of the public service.

Q. Do you regard one hundred pounds of corn as equal to one hundred pounds of flour, as an article of subsistence?—A. Sometimes it might be worth twice that. Evidence was given me that the Indians were willing to trade a sack of flour, worth six or eight dollars, for a peck of corn; willing to pay for corn, that is, at the rate of \$6 a peck.

Q. What was the character of that evidence?—A. The statement of Mr. Cree, the secretary of the board of commissioners. It was on his proposal—at his suggestion entirely—that I proceeded to act.

Q. Have you a copy of that correspondence?—A. I have not. It was a personal letter, and I have not been able to find it.

Mr. HARRIS. Let me understand that. You say that the Indians were willing to exchange flour for corn; you simply bought some corn for them instead of flour?—A. I took corn of the contractor instead of making flour.

By the CHAIRMAN:

Q. You understand that the aggregate value of the corn was equal to the aggregate value of the flour?—A. That is so. The corn may be worth, for Indian service, twice as much of the same quantity of flour. It is not worth as much as a matter of food.

Q. What is the relative value of flour and corn as a matter of food?—A. I do not know. I am not an expert.

By Mr. LOWE:

Q. How was the substitution made; how much corn for how much flour?—A. It was made at different points for different prices.

Q. Specify some points.—A. Take Red Cloud agency: There were to be delivered at Cheyenne 600,000 pounds of corn in the place of 400,000

pounds of flour, at Omaha; the freight from Omaha to Cheyenne is from \$1 to \$1.30.

Q. What would be, then, the respective values of 600,000 pounds of corn, at Cheyenne, and 400,000 pounds of flour at Cheyenne, including the transportation from the point where the flour was to be delivered?—A. Four hundred thousand pounds of flour, at Omaha, \$9,600; at Cheyenne it was worth \$13,600. Six hundred thousand pounds of corn, at Cheyenne, cost the same figure.

Q. So that the expense to the Government in the two cases was the same?—A. Exactly the same.

Q. And they got 600,000 pounds of corn instead of 400,000 pounds of flour, at Cheyenne?—A. Yes, sir.

Q. They got 200,000 pounds more of corn than of flour?—A. Yes, sir.

By Mr. ADAMS:

Q. What was the rate of transportation?—A. From \$1 to \$1.30; it depends on the class of freight and the way you ship it; the regular tariff rate would be \$1.30.

Q. To whom do you pay the transportation, if you ever paid any transportation?—A. I give certified vouchers; I certify the vouchers and they are paid by the Treasury in settlement of their accounts.

Q. Did you undertake to ascertain what the corn could have been gotten at Cheyenne for?—A. No, sir; Cheyenne is not a corn-market, the corn at Cheyenne is shipped very largely from the East. Omaha is the market from which it comes; there are some towns this side of Cheyenne.

Q. Do you know there are two or three large grain establishments at Cheyenne?—A. Yes, sir, and the grain is largely brought there from the East.

Q. Did not you know, notwithstanding that fact, that corn could have been got at Cheyenne at less than \$2.27½ a hundred pounds?—A. I did not know it at all, that is, the corn in sacks, suitable for these parties, and in quantities required, would inevitably come from the East. It was not in Cheyenne; it was not there at the time, and it has not been there since.

Q. What would be the additional cost of the corn from Cheyenne to the Red Cloud agency over and above the flour for transportation?—A. It would be the same per pound.

Q. But there is 200,000 more pounds of the corn than of the flour, and consequently the transportation which Mr. McCann would get would be 200,000 pounds more?—A. Yes, sir; you cannot have 600,000 pounds in place of 400,000 without having 200,000 more.

Q. The cost of the corn and the cost of the flour, delivered at Cheyenne, was the same?—A. Yes, sir.

Q. What was the cost of the corn and the cost of the flour delivered at the agency; how did they compare delivered at the agency?—A. I did not reckon that way, because the contract did not call for it; that did not come into the reckoning.

Q. Of course the contract did not require the flour to be delivered at Cheyenne either?—A. Yes, sir.

Q. You did take pains to ascertain that the flour would cost the same at Cheyenne that the corn did?—A. Yes, sir.

Q. But you never reckoned or made any estimate as to what would be the comparative cost of the flour and of the corn delivered at the

agency?—A. No, sir; I was entirely satisfied to get that transfer—that exchange.

Q. I will ask you this, if it is not a fact that the corn, when delivered at the agency, did not in every instance cost the Government more than the flour would have cost if delivered at the agency?—A. I think not.

Q. I do not mean more per bushel, but for the amount of corn gotten?—A. All the corn—600,000 pounds—cost more delivered at Red Cloud than than 400,000 pounds of flour.

Q. Did not the quantity of corn delivered in every instance cost the Government more than the flour contracted for would have cost, including the transportation?—A. No, sir; I think not.

Q. In what instance did it cost less, or the same even?—A. It cost less at Milk River; I mean it cost just the same.

Q. Was there any other agency where it cost the same or less?—A. At other points it would be the difference between the transportation on the additional freight; it costs more to carry 600,000 than 400,000.

Q. I will ask you this, if it is a fact that that quantity of corn could have been gotten in Cheyenne—600,000 pounds could have been gotten at Cheyenne—at \$1.75 at hundred pounds, if it was not, in that case, a bad arrangement on your part?—A. That does not need any answer; if you mean if I could have gotten it just as I did get the other, of course it was bad. But there was another consideration entering in there, a consideration of good faith, which is to be taken into consideration even if your supposition is true—your supposition, which I do not think is true. These contractors had agreed—the Government had agreed with them—to take so much on there, and it is not in good faith to the contractor to make this substitution without giving him the chance of putting in the corn instead of flour. I could arbitrarily have cut him off 25 per cent.

Q. You could refuse to take his flour, reduce his contract 25 per cent., and then buy corn outside?—A. Yes, sir.

By Mr. ADAMS:

Q. Did you substitute more than 25 per cent. in any case?—A. I think not; yes, I think I did; I am not sure.

Q. Do you think, when you entered into the contract, and when, in the advertisement, you reserved the right to decrease or increase 25 per cent., that there was bad faith in reducing it 25 per cent.?—A. Yes, sir; and I think there would be, unless there was an exigency which would justify it. If the Indians had run off, and did not want the flour, that would make an exigency; but merely substituting one kind of food for another was not an exigency that would warrant me in breaking my arrangement.

Q. If you desired to substitute corn for flour, and the contractor would not furnish the corn at as low a rate as you could get it from other contractors, you would not regard that as an exigency that would warrant you in taking advantage of your agreement about the 25 per cent.?—A. I should think not. To take away his privilege of furnishing the corn, or of losing the margin of profit on his contract to which he was entitled. If he could get that same margin on corn, I felt I was bound, in good faith, to give him that chance to make it.

Q. If he could get the same margin on the corn, you say you are bound to give it to him?—A. Yes, sir.

Q. You are not bound to substitute it at all?—A. No, sir; but if I do substitute it, I am bound to give him a chance.

Q. To give him a chance to furnish it at a higher rate than others would furnish it for?—A. To make the margin on the corn that he

would on the flour, if I had not taken it away from him; that is a question of ethics, though, and of fair dealing.

Q. In the advertisement you did not announce that, if the Indians ran away, you might increase or diminish the amount, but you just reserved the right to increase it or diminish it as circumstances might require?—A. Yes, sir; but it is understood, and ought to be, between the Government official or any other man, that he will deal fairly, and not take advantage. I do not think the Government gains anything by using a snap judgment on any of its contractors.

Q. You think, when a contractor will not furnish the article required as low as other people do, that it is taking a snap judgment on him to take the article at the lowest price you can get it?

Mr. HARRIS. Is there any evidence to shows that the price for that corn is an improper price?

Mr. ADAMS. Yes, sir; I think I can prove it.

By Mr. LOWE:

Q. In the issuing of this amount of corn, do you know what the fact is in reference to its being issued to the Indians; whether it went any further in substituting and providing for the Indians, by reason of its greater quantity, than the equivalent amount of flour would have done? I mean the amount of flour which took the place of it.—A. I only know from the agent, who reported the satisfaction with which the Indians received it, and, in making their estimates for this year, every one of them asks for corn to a certain extent in place of flour, and I suppose this must be on their judgment that it is better for the Indians. They ask for the value of 100,000 pounds of flour—they ask for its value in corn instead of flour. That is the way they put it all the time. They want the value of 20,000 pounds of flour—instead of flour they want its value in corn.

By Mr. HARRIS:

Q. Before you made the agreement to exchange or take corn instead of flour, what effort did you make to ascertain its value in Cheyenne?—A. I did not make any effort to ascertain its value at Cheyenne, because I took it for granted that Cheyenne was not a corn-market.

Q. What efforts did you make to find out the difference in value?—A. I estimated the price of corn, taking my freight for it, as fifty-five cents a bushel at Omaha.

Q. That was at that time?—A. Yes, sir.

Q. That was the market-price by the large quantity at Omaha?—A. Yes, sir.

By Mr. ADAMS:

Q. How did you get that information?—A. That is the basis on which I started out. I found that this exchange at these rates would bring in corn at Omaha at that price, and I considered that fair enough.

By Mr. HARRIS:

Q. Did you make some effort to find out what was the market-price of corn at Omaha?—A. No, sir; only the statements of those who were themselves interested.

Q. Your judgment, then, was simply from what you heard about it, that that would leave the contractor the same margin of profit that the flour would?—A. Yes, sir; that is, 55 cents in bulk. Now, when you sack it, it costs somewhere from 25 to 30 cents more.

Q. That is the 100 pounds?—A. Yes, sir; put it into double-gang

nies and sack it, so that it would bring the corn down actually at Omaha to about from 43 to 45 to 47 cents.

Q. In making your calculation you calculated for corn in the sack at Omaha at 55 cents?—A. Yes, sir.

Q. Which would leave for the corn in bulk only about 40 cents?—A. Somewhere between 40 and 50 cents.

By the CHAIRMAN:

Q. I was about to ask you how much more it costs per hundred pounds to sack that corn suitable for transportation to the Indian country, say to the Red Cloud and Spotted Tail agency, where it has to be transported by team, than it ordinarily costs in the business of shipping on ordinary routes?—A. Nearly twice as much.

Q. How much, in round figures, should you say?—A. I estimated at 30 cents a hundred.

By Mr. ADAMS:

Q. Is the corn shipped to the Indian agencies in different sacks to the sacks in which it is ordinarily shipped?—A. Yes, sir.

Q. What is the difference?—A. They are double-sewed, double-sewed gunny. When you transport over a wagon-road two hundred miles in length it requires extra care. The proposals for flour require double sacking.

Q. In the arrangement that you made with Mr. Dodge for the corn to be substituted at Red Cloud, you were allowing him for the corn at Omaha about fifty-five cents a bushel; how much would that be per hundred pounds? You made the transportation, not by bushels, but by hundred pounds?—A. There is fifty-six pounds in a bushel. I cannot tell without a computation.

Q. Was the arrangement which you made with Mr. Dodge for the substitution of corn at Whetstone made upon the same basis of calculation?—A. Yes, on the same basis; the change was on account of difference in freight.

Q. But in calculating what you ought to allow him for the corn, or what he ought to be willing to furnish the corn for, you made your calculations in the same way?—A. I think so; yes, sir.

Q. There was a substitution of corn made by Mr. Kelley for certain agencies?—A. Yes, sir.

Q. On what basis of calculation did you act when you determined to allow him for the corn substituted? How did you go about determining what was a just compensation to Mr. Kelly?—A. I cannot speak from recollection in regard to it. This matter I get by figuring back again more than I do from recollection at all of what was done at the time. The other matter I should have to get at the same way. The proposition was made to me. I looked it over and I saw that the Government was going to be the gainers by it, and was glad to get the proposition from the contractors. I cannot give you the detail of that without beginning from the end and going back to the beginning.

Q. Perhaps if you looked at the proposition of Mr. Kelly it would refresh your memory upon the subject?—A. There is a mistake in regard to one of the agencies, as it was finally agreed upon; that is, the rates in the final making of the transactions of the office. The rates were agreed upon by mistake, but that mistake has since been corrected. The contractor furnishes the balance of the corn called for.

Q. Where was that mistake?—A. At Milk River,

Q. What was the nature of the mistake?—A. The corn to be delivered was not sufficient in amount to comply with the understanding.

Q. Was not the proposition of Mr. Kelly in writing?—A. Not the first; no, sir. It was a verbal proposition on this basis—on a certain basis. Then when the proposition came to be reduced to writing it was not in conformity to that basis; and my attention was not called to it until some time in January, I think, but it may be later.

Q. What was the proposal reduced to writing, and what was the verbal agreement that differed from it—what was the difference?—A. It left a margin of some three or four thousand dollars, I think. I can give you those facts exactly. I have all the correspondence, but I cannot give that from memory.

Q. Where was Mr. Kelly supposed to get his corn that he furnished for these agencies?—A. His flour for which he made the exchange was delivered at Sioux City; his corn he could get where he pleased; probably he got it partly at Minnesota, and partly in Sioux City.

Q. In making your estimate of what you were to pay him for the corn, you were guided in his case as in Mr. Dodge's?—A. By the price at Sioux City.

Q. You were guided in the arrangement by the current price of corn at Sioux City?—A. Yes, sir.

Q. And you endeavored to allow Mr. Kelly the current price of corn at Sioux City, with transportation added?—A. No, sir; not strictly that. I endeavored to allow Mr. Kelly to do as well in furnishing the corn on this exchange as he could have done in furnishing flour, and I asked him for a proposition, and in showing me what he had by way of a margin in both cases, he satisfied me that he was dealing squarely in that respect, and that he was getting no advantage from the Government in giving corn for flour; that is, that he would have had in fulfilling the contract for flour. I did not propose to bring the contractor down in any case to make nothing out of the corn when he was making something out of the flour.

Q. And you determined to allow the contractor to substitute the corn in such a manner as to allow him to make a profit upon the corn corresponding to what he was making on the flour, even though you could have gotten the substitution of corn from other parties at a lower rate?—A. I did not have any view about it. I proceeded on the ground that those contractors had a claim, and that all that I was entitled to do was to substitute for the advantage of the Government certain things from them instead of what they had promised to give, and when I secured the arrangement, so that the Government was made whole, I was willing that they should have the same margin on the subsequent arrangements as on the first.

Q. When, from any cause you became satisfied that it was to the interest of the Government not to take the amount of flour contracted for did you not feel that it was your right, morally and legally, to decline to take 25 per cent. of it?—A. I did not think I had any right at all to interfere with the contracts in that way.

Q. If you did not get the flour did not you think you had a right to refuse it?—A. I did not. The corn was a substitute for the flour, and in making a substitute I felt bound to give an opportunity to the contractors to make the same margin as they would have done on the flour.

Q. Did you feel bound to give them the same margin on the corn as on the flour, provided other persons would furnish you the corn at a lower rate?—A. If it had been a transaction of my own I would have felt mean to do it any other way, and I would not like to do Government business on any other plan than that. I would not like to take advantage of the contractor in that way.

By Mr. LAWSON:

Q. Was the Government bound to take from its contractor this flour for which you took corn as a substitute?—A. All the contracts provide for 25 per cent. diminution or increase, but it is understood all around that that diminution or increase will be subject to the variation of the demands of the Indians—not a demand in kind, but a demand in quantity. Now, on this arrangement the variation was caused by the change of a kind which no contractor provided for or had any regard to in his bid. He took as the basis of his bid my wanting so much to feed those Indians. I did want to feed them only with corn instead of flour.

Q. Did you require to have either flour or corn?—A. I did; and that is what the contractor understood when he made his bid. He knew how many Indians there were, and how much they would require.

Q. And requiring to have this flour or corn, you were bound to take it of this contractor?—A. Yes; the contract provided I might diminish 25 per cent. I could have taken advantage of the contractor under the terms of the contract.

Q. Without any regard to the wants of the Government?—A. Yes, sir.

Q. I did not know but that the diminution or increase was dependent on the wants of the Government.—A. That is what was supposed when we let it out to the contractor on the demand of the Indians from the agency. In this case the demand of the Indians was just the same, and if I had not chosen to make this preference I should have taken the flour, and the contractor would have made his margin on it.

Q. Suppose the Government had ever required this flour and you could have purchased this twenty-five per cent. less than the contract called for, would you consider that you had a right to reduce his contract this twenty-five per cent. and buy it in the open market at a less price?—A. Just the same right as I have now; the contract would have allowed me to do so.

Q. The contract did not require you to take the whole called for in the contract?—A. The contract gives me that advantage, but it is an undue advantage; for instance, my contractor is delivering flour at \$2.50; I have got a clause in there which allows me to reduce him 25 per cent. of his contract. I find that flour can be had at \$2, but it would be an undue advantage to cut him off 25 per cent. because I could buy it at \$2, because it was understood between us that the margin had regard only to exigencies.

Q. I will ask you whether the contingency was dependent on the wants of the Government?—A. I think so; I mean in fairness and by the letter of the contract; I might hold him by the letter of it, of course.

By Mr. ADAMS:

Q. The Government did not require and do not need the amount of flour contracted for?—A. The Government did require or need the quantity contracted for, or corn as a substitute; it did require one or the other.

Q. Suppose you had ascertained that you had more flour than you wanted, and that you had better get more beef and less flour, what would you have been bound to have done or thought it expedient to do; what would you have done about it then? Would you have given the beef-contractor a chance for the margin he was making by supplying the flour, or would you have given it to the flour-contractor?—A. The contractor takes the risk, which he understands as well as I do, about what is wanted. He knows there are so many Indians at such a place,

and they have got to have a certain amount of flour, or something that will take the place of it; beef does not take the place of flour, corn does; he takes his risk, although he knows as much about it as I do, and when we make any adjustment he ought to be considered.

Q. Do you say the contractor knows the number of Indians?—A. He knows more about it than I do, for he has been of the ground.

Q. Why do you say, then, when you invite a bid, that you require so much flour, so much or more? Why not just announce the fact that you require flour for such and such agencies?—A. That is a very frequent form for advertising both in the military and Indian office.

Q. Did not you in this advertisement invite proposals for a certain specified amount of flour for certain agencies?—A. More or less.

Q. Reserving to yourself the right to either increase or diminish the amount of flour which the contractor agreed to furnish you, according to the exigencies of the service?—A. Yes; and the contractor knows that exigency as well as I do. The exigency, in his estimate, will be as to what the Indians will require. He knows how many Indians there are, and he will have them in his estimate when he makes his proposals.

Q. Do you mean to say that you do not think you would have had a moral right to diminish the amount of flour when you did not need the flour, in order to substitute some article in place of it?—A. No, sir, I do not think I would, when that article was of the same sort, and when it takes the place of it as corn takes the place of flour.

Q. Now, Mr. Smith, what margin do you think it right to allow Mr. Kelly and Mr. Dodge; you say the same margin which they were making on the flour?—A. They told me what flour was costing them, and of course I knew what they were getting for it, but the figures I have not got. They satisfied me at the time; I did not question their statements in regard to it.

Q. You were governed by the statements of the contractors, then, upon that subject?—A. Yes, sir.

Q. What margin did Mr. Dodge claim he had on his flour, which he was furnishing at Omaha at \$2.40 a hundred pounds?

[Objected to by Mr. Harris.]

Q. Do you think that you were morally bound to allow the contractor for this corn, substituted, a larger price than you could get the corn from other parties for?—A. That question was not raised.

The chairman then decided in reference to the question put by Mr. Adams, to which objection had been made by Mr. Harris, that it was not within the scope of the investigation to ascertain what profit the contractor might be making on his contract.

WASHINGTON, D. C., June 4, 1874.

Hon. EDWARD P. SMITH, Commissioner of Indian Affairs, recalled and examined.

By Mr. ADAMS:

Q. Mr. Smith, last evening we adjourned taking your testimony in reference to the substitution of corn for flour, under the contract of G. M. Dodge. I wish now to ask you whether the proposition to substitute corn for flour was made first by yourself or Mr. Dodge?—A. I did not make any proposition. I made the request. Mr. Dodge made the proposition.

Q. Was the request you made to Mr. Dodge a verbal or written request?—A. Verbal.

Q. Where were you when you made the request?—A. At Sioux City.

Q. Did Mr. Dodge make the proposition?—A. Yes, sir; he made the proposition through his agent.

Q. Who was his agent?—A. Mr. Baldwin.

Q. Was not Baldwin his partner as well as his agent?—A. I do not know.

Q. What was the nature of the proposition made by Mr. Dodge?—A. You have the proposition before you. G. M. Dodge is to deliver 800,000 pounds of corn at Cheyenne, for the Red Cloud agency, at \$2.76½ per hundred pounds, instead of 400,000 pounds of flour, at \$2.40 per hundred pounds, at Omaha. That was the first proposition. Also 500,000 pounds of corn, delivered at the Whetstone agency, 120 miles from Fort Randall, at \$3.60 per hundred pounds, instead of 400,000 pounds of flour at Sioux City, at \$2.40 per 100 pounds.

Q. Did you then and there accept the proposition?—A. No, sir; I think not. I think I accepted it by letter.

Q. Do you remember what date you accepted it?—A. No, sir.

Q. At what date was Mr. Dodge's proposition accepted?—A. September 16, 1873.

Q. In your letter of September 16, 1873, accepting Mr. Dodge's proposition, in which you speak of Mr. Dodge's proposition without date, is this the paper to which you refer? [Indicating document marked No. 1, proposition of Dodge.]—A. Yes, sir.

Q. By what rule were you governed in determining what price you could give Mr. Dodge for the corn?—A. Several things entered into the determination. One was Mr. Dodge's rights under his previous contract—under the existing contract; the advantage which the Indians would get, and the fair exchange.

Q. Did you undertake to ascertain the current price of corn?—A. I talked with some parties about it; I made no enlarged inquiry.

Q. Did you think it was right for you to pay to Mr. Dodge more for the corn than you could have gotten it for from other parties?—A. I thought Mr. Dodge had rights under his contract, and that I was bound to protect him in the exchange, and if that would require more than I could have possibly got it for by skinning in the market he had the right to have it.

Q. What rights did he have that you felt it was your duty to protect?—A. He had a *bona-fide* contract. He was filling it well in every respect. I changed it, or wanted to change it, for a reason which could not have entered into the consideration when he made his bid, or when I accepted it, and could not have been thought of; and I was bound to give him the opportunity to continue his contract, or its equivalent, if I made the exchange. When I found that I was doing better for the Indians by the exchange than I would have been by carrying it out, without any additional cost to the Government, then I was glad to make it.

The request came from me. It was not suggested by him or by any other person, except by Mr. Secretary Cree, of the board of commissioners, who suggested it to me, and then I negotiated with the contractors as best I could.

Q. You say the substitution of the corn, instead of the flour, did not cost the Government any more?—A. No, sir; not for the value they received. It did not cost them so much. Delivered at Cheyenne, for the Red Cloud agency, it cost the original freight on 200,000 pounds, because they got 200,000 pounds more of corn than they would of flour. That is

the additional cost to the Government, and it is three times more than compensated by its value to the Indians. At all other points the corn delivered cost exactly what the flour, for which it was commuted, would have cost, and it was worth more, except at those two agencies.

Q. On what basis did you arrive at the amount which it would be just to allow Mr. Dodge for his corn?—A. Mr. Dodge, or his agent, showed me what he could do it for, and how he could do it in an exchange, and it seemed to me to be a reasonable statement.

Q. I will ask you to lay before the committee the proposition made by Mr. Dodge and your reply accepting said proposition.—A. Mr. Dodge's proposition is as follows: "M. Dodge is to deliver 600,000 lbs. of corn, at Cheyenne, for Red Cloud agency, at \$2.26½ per hundred lbs., instead of 400,000 lbs. of flour, at \$2.40 per hundred lbs., at Omaha. Also, 500,000 lbs. of corn, delivered at Whetstone agency, 120 miles west of Fort Randall, at \$3.60 per hundred lbs., instead of 400,000 lbs. of flour, at Sioux City, at \$2.40 per hundred lbs."

The reply is as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 16, 1873.

SIR: I have to advise you that your proposition, without date, to deliver at Cheyenne, Wyoming Territory, for the Red Cloud agency, 600,000 pounds of corn, at \$2.26½ per 100 pounds, instead of 400,000 pounds of flour at Omaha, at \$2.40 per 100 pounds, and to deliver 500,000 pounds of corn at the Whetstone agency, at \$3.60 per 100 pounds, instead of 400,000 pounds of flour at Sioux City, Iowa, at \$2.40 per 100 pounds, has been accepted by this office, and to request that you take immediate steps to carry the same into effect.

Agents Saville, of the Red Cloud, and Howard, of the Whetstone agency, have this day been advised of the foregoing, and directed to cause the same to be inspected, upon its delivery at the points above named, and, if sound and sweet, to give their receipts for the quantity thus delivered, which receipts must accompany your account when presented at this office for settlement.

Very respectfully, &c.,

E. P. SMITH,
Commissioner.

G. M. DODGE, Esq., (care Pacific National Bank,)
Council Bluffs, Iowa.

Also letter to Agent Saville, Office of Indian Affairs, September 16, 1873:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 16, 1873.

SIR: For your information, I have to advise you that this office has made arrangements with G. M. Dodge, of Council Bluffs, Iowa, contractor for supplying flour for the Red Cloud agency, to furnish and deliver at Cheyenne, Wyoming, for the Indians under your charge, 600,000 pounds of corn, at \$2.26½ per 100 pounds, in place of 400,000 pounds of flour, at the contract-price of \$2.40 per 100 pounds, delivered at Omaha, Nebr.

I have to direct that when said corn shall be delivered at Cheyenne you cause the same to be examined, and, if it shall prove to be sound and sweet, that you give to Mr. Dodge, or his proper representative, your receipt for the quantity received by you.

Very respectfully, &c.,

EDWD. P. SMITH,
Commissioner.

J. J. SAVILLE, Esq.,
Indian Agent, Red Cloud Agency, D. T.

I have also a letter of the same purport to Agent Howard:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 16, 1873.

SIR: For your information, I have to advise you that this office has made arrangements with G. M. Dodge, contractor for supplying flour for the Whetstone agency, to furnish and deliver at said agency, for the Indians under your charge, 500,000 pounds of corn, at

the rate of \$3.60 per 100 pounds, in lieu of 400,000 pounds of flour, at the contract-price of \$2.40 per 100 pounds, delivered at Sioux City, Iowa.

I have, therefore, to direct that when said corn, or any portion of it, shall be delivered at your agency, you cause the same to be examined, and, if it shall prove to be sound and sweet, that you give Mr. Dodge, or his proper representative, your receipt for the quantity received by you.

Very respectfully, &c.,

EDWD. P. SMITH,
Commissioner.

E. A. HOWARD, Esq.,
United States Indian Agent, Whetstone Agency, D. T.

Also letter of G. M. Dodge, dated Council Bluffs, Iowa, September 29, to the Commissioner, as follows :

PACIFIC NATIONAL BANK OF COUNCIL BLUFFS, IOWA,
Council Bluffs, Iowa, Sept. 29, 1873.

Hon. E. P. SMITH, *Commissioner Indian Affairs ;*

DEAR SIR: In your letter, dated September 16, in regard to the delivery of corn at Whetstone agency, you omitted to say "\$3.60 per 100 pounds, (120 miles west,) of Fort Randall," which I understand Mr. Baldwin to say was the arrangement. It was expected, at that time, that the agency would be moved to within 120 miles of Randall. I understand now that the agency is not moved, and the price of corn was based on haul of 120 miles, instead of 280 miles, the distance I am now hauling. Please correct your notice of September 16, so that I can collect for the difference at, say, \$1.32 per 100 pounds per 100 miles, and oblige,

Yours truly,

G. M. DODGE.

Direct care Pacific National Bank, Council Bluffs, Iowa.

The reply to that is as follows :

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., Nov. 25, 1873.

SIR: Referring to office-letter of the 16th September last, relative to your proposition to deliver corn for the Red Cloud and Whetstone Indian agencies, and to your letter of the 29th, same month, calling the attention of this office to the fact that the corn for the Whetstone agency will have to be delivered 280 miles west of Fort Randall, instead of 120 miles, proposed by you, I have to say that, owing to the agency not being removed, as was contemplated at the time the change from flour to corn was talked of, you are authorized to submit, for the action of this office, a separate account for transporting the corn the additional distance, at the rate of \$1.32 per 100 pounds per 100 miles.

Very respectfully, your obedient servant,

EDWD. P. SMITH,
Commissioner.

G. M. DODGE,
Central Pacific National Bank, Council Bluffs, Iowa.

The WITNESS. Mr. Dodge's accounts and Kelley's accounts came in for settlement, to the office, for this corn which had been substituted for flour. The voucher of Kelley is for \$4,025. The voucher of Dodge is for \$18,800. That account was sent to the board of commissioners for their review. It was returned rejected, with this letter.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C., October 18, 1873.

SIR: I have the honor to return herewith accounts numbered 1439 and 1447, disapproved for the following reasons:

It appears that the honorable Commissioner of Indian Affairs concluded that it was not best to furnish the Indians, at certain agencies, so much flour as the contract provided for, and gave notice to the contractors not to deliver more than about three-fourths of the quantity specified in the contract.

Thus far the action of the Commissioner seems to have been in accordance with the terms of the advertisement authorizing him to increase or to diminish the quantity of the articles furnished under the contract.

If, at this stage of the transaction, the Commissioner had advertised for the quantity of

corn required to take the place of the flour, or, if impracticable to do so, had bought the corn in the open market at the lowest price at which it could have been obtained, he would have avoided the precedent of changing a contract made according to law, and with the approval of the Acting Secretary of the Interior and the Board of Indian Commissioners.

This change, it may be said, was for the benefit of the Indians and entailed no loss upon the Department, but we beg leave, most respectfully, to say that the strict observance of a contract is a very important matter, and we look upon any change, in a regular made contract requiring the same action, equally necessary to the making of a new contract called for.

It would also seem that none of the agents had signed or wished for the change at the time it was made, and two of them had informed the Department that they did not wish the change made, and when the Indian Office notified the contractor in answer to his letter not to furnish the corn, the reply was that the corn had been bought and shipped, the only authority given for this action being the letter of the Commissioner asking on what terms they would make the exchange; and subsequently the Indian Office was informed that the Commissioner, who was in the West, had arranged with the contractor in regard to the matter, and that the agent should be notified to receive the corn.

In view of these facts the executive committee respectfully decline to approve the vouchers for supplies furnished in such an irregular way.

Yours, very truly, &c.,

NATHAN BISHOP,
Acting Chairman Executive Committee.

Hon. C. DELANO,
Secretary of the Interior.

This was referred by the Secretary of the Interior to the Solicitor, on which he makes this reply:

DEPARTMENT OF JUSTICE,
Washington, February 9, 1874.

SIR: I have examined the accompanying account of G. M. Dodge, No. 1895, referred to me on the 31st ultimo, for corn delivered at Cheyenne, for the Red Cloud agency, amounting to \$4,490.90, and am of the opinion that said account should be approved in accordance with the views expressed in my letter of the 15th November, 1873, (in relation to the similar account of P. H. Kelley, No. 1459) copy herewith.

Very respectfully, your obedient servant,

W. H. SMITH,
Assistant Attorney-General.

Hon. C. DELANO,
Secretary of the Interior.

Q. Is that one letter which you have just read from the Board of Indian Commissioners, objecting to the payment of the accounts, the only letter received from them in the way of objections to the payment of these accounts?—A. What accounts?

Q. The accounts for corn substituted by Dodge. You have just read one letter from the Board of Indian Commissioners objecting to the payment of accounts for corn substituted under these contracts for flour?—A. I read a letter respecting two Kelleys and Dodges.

Q. Is that the only written objection ever laid before the Interior Department by the Board of Indian Commissioners to the payment of these accounts for corn by Kelley and Dodge?—A. No, sir; I have here another in relation to Kelley's. There is one there that refers to another of Kelley's.

Q. Is it the only one that relates to the payment of the account of Dodge for corn?—A. Subsequently when the accounts were sent for Dodge, they were rejected, and a reference made to that letter. That was the only correspondence. They were rejected for reasons stated in my letter of that date.

Q. Then I understand you to say that the only objections ever made by the Board of Indian Commissioners to the payment of Dodges' accounts for corn, were contained in that letter which you have just read, and that all subsequent objections which they made were simply on account of the reasons set forth in that letter?—A. Yes, sir; with the

exception of a question of transportation. A question came up for this 120 miles of transportation; not for the purchase of the corn. It was 160 additional miles.

Q. Have you the letters which bear upon that subject of transportation?—A. I have not, sir.

Q. I believe you stated awhile ago, and if you did not of course you will correct me, that you did not undertake to ascertain whether you could get the corn which you desired Mr. Dodge to substitute for the flour, at cheaper rates than Mr. Dodge proposed to furnish it?—A. No, sir.

Q. How did you determine what it was proper for you to agree to give Mr. Dodge?—A. I have stated before that there were three things which entered into that determination; his rights in fairness under the contract; the advantage of the Indian service, and what would be a fair rate.

Q. Yes; you stated that a while ago; but what did you think was fair to Mr. Dodge?—A. That he should be allowed to make the same on the corn that he was making on the flour. I thought that was fair, because the Government was going to get the advantage, and there was no reason why the Government should take the advantage of him when it was getting an advantage.

Q. You endeavored in agreeing with Mr. Dodge, as to the price of the corn to allow him to make upon the corn just what he would have made upon the flour?—A. Yes, sir.

Q. How did you ascertain what Mr. Dodge was making on the flour?—A. I had to take his statement.

Q. I will ask you the question which I asked last night, and which was not decided by the committee. What was his statement as to what he was making?—A. I do not know, sir. I do not remember. This was a matter of conversation, of which I took no memorandum. I satisfied myself that I was doing well, and I was entirely willing that he should, and so the thing was settled.

Q. How much did you understand that he would be able to make on the corn?—A. I do not remember at all.

Q. If another party had proposed to furnish corn at a less rate than Mr. Dodge proposed to furnish it, would you have accepted such an offer?—A. Perhaps I would and perhaps I would not. It would depend on what the proposition was.

Q. If the proposition was acceptable in every other respect as to price would you have accepted it?—A. If it was fair to Mr. Dodge I would. If it was not I would not.

Q. Do you think any proposition from any one else to furnish corn at a less rate than you agreed to give Mr. Dodge, would have been fair to Mr. Dodge.

[Objected to and excluded.]

Q. In making this arrangement with Mr. Dodge, did you feel that you were at liberty to purchase corn elsewhere, even if you could purchase it at a less rate than Mr. Dodge proposed to furnish it?—A. I did not feel at liberty to take away Mr. Dodge's contract, or his values under it. I did not feel at liberty to take any action that would do that, in substituting corn for flour.

Q. And you undertook to allow Mr. Dodge a margin or per cent. upon the original cost of the corn equivalent to what he said he was making on the flour?—A. Mr. Dodge made a proposition to me, and I accepted it.

Q. I want to know the motives which governed you in the acceptance of that proposition.—A. To deal fairly with Mr. Dodge.

Q. Please answer my question.—A. To benefit the Government and to deal fairly with Mr. Dodge. Those were the sole motives I had, and I did them both.

Q. Did you feel that fairness to Mr. Dodge required that you should pay him more for the corn than you could have gotten it for elsewhere?

—A. Fairness to Mr. Dodge required that he should have the same opportunity to make on the corn that he had to make on the flour.

By Mr. HARRIS:

Q. Did you understand or claim to be acting under that power or your contract which authorized you to reduce the quantity twenty-five per cent.? A. I did not.

Q. On the other hand, did you understand that you were making, as between yourself and Mr. Dodge, a mutual agreement for an exchange? —A. I did.

Q. Then you were not exercising that power of the contract? A. Not at all, and I did not propose to.

By Mr. ADAMS:

Q. Had you not in your advertisement, under which Mr. Dodge made his bid, expressly stipulated that you reserved the right absolutely to increase or diminish the amount of the article furnished by him, at least twenty-five per cent.?—A. Yes, sir.

Q. And you mean to say that you did not feel at liberty to exercise that right which you had reserved in the advertisement?—A. This was not a case contemplated in the advertisement at all, either by Mr. Dodge or by myself.

Mr. HARRIS. His statement was that he did not exercise that right. I did not ask him whether he was at liberty to do so.

Mr. ADAMS. I am asking that. I am now undertaking to ascertain the motive which actuated the Commissioner in his action.

(To the WITNESS.) In order for you to make such an arrangement with Mr. Dodge as you regarded equitable, it was necessary that you should know the price at which corn could be gotten, and the margin which Mr. Dodge was making on his flour; was it not?—A. Yes, sir; I should be bound to know somewhere near what it was.

Q. And by adding to the actual cost of corn at the market price, the percentage or margin which Mr. Dodge was making upon his flour, made the price which you agreed to give Mr. Dodge for the corn, did it?—A. No, sir; I do not know that it did. Mr. Dodge made his proposition, which seemed to me a fair one, and I accepted it. What the terms were, what the memorandums were—what the figures were—I have said I cannot remember at all.

Q. You have stated that you thought you were bound in good faith to allow Mr. Dodge to make the same on the corn which he would have made on the flour?—A. Yes, sir.

Q. Then what I ask you is this: If, in determining in your own mind what Mr. Dodge ought to make upon his corn, it was not necessary for you to know what he would have to give for the corn, and to add to the price which the corn would cost him, the per cent. or margin which he was making on the flour?—A. Yes, sir.

Q. Then in determining what you would allow Mr. Dodge for the corn, you simply added to the price which the corn had cost Mr. Dodge the percentage of profit which he was making on the flour?—A. I do not know, sir.

Q. What were you paying Mr. Dodge for the flour under the contract?—A. Two dollars and forty cents for 100 pounds at Omaha.

Q. You agreed to pay him \$2.26 $\frac{2}{3}$, for 100 pounds for corn at Cheyenne?—A. Yes, sir. The flour at Cheyenne, would be \$3.40. Instead of that I got corn at Cheyenne at \$2.26.

Q. Did you not know it to be a fact, and did you not know at the time, that corn could have been gotten, sacked, and ready for shipment at Cheyenne at \$1.50, when you paid Mr. Dodge \$2.26 $\frac{2}{3}$?—A. I do not know it to be a fact. I know the contrary from testimony. I know that the quartermaster has been paying 88 cents a bushel for corn, sacked since that time, at Omaha, and that would be over a dollar and a quarter a bushel at Cheyenne.

Q. You have stated that Mr. Dodge had a contract to furnish a certain quantity of flour, and that you did not feel at liberty to diminish his contract when you desired breadstuff of another character?—A. Yes, sir.

Q. Did not Mr. Wilder have a contract for transportation from Sioux City to Whetstone agency?—A. Yes, sir.

Q. Did not this arrangement which you made with Mr. Dodge deprive Mr. Wilder of a part of his contract which he understood he was to get?—A. Yes, sir; he assented to it. He was perfectly willing that it should be done.

Q. Wait, if you please, until I put my question. How was it that you thought it would be improper for you to reduce Mr. Dodge's contract by purchasing corn from other parties, and did not think it was improper in you to reduce Mr. Wilder's contract for transportation by the same arrangement which you made with Mr. Dodge?—A. Mr. Wilder entirely agreed to it. He was not anxious after it at all.

Q. It was a proposition that suited both Mr. Dodge and Mr. Wilder?—A. Yes, sir.

Q. Do you not know it to be a fact that while you allowed Mr. Dodge transportation—while you allowed him, in estimating the price of corn at Whetstone agency, the additional transportation from Sioux City to Whetstone agency, that Mr. Dodge did not transport the corn over that route at all, but took it by Cheyenne, which was a nearer route?—A. I do not know, sir. If you ask for what I know officially or from my own knowledge, I do not know. If you ask what I have heard I can tell you that. There is, however, another answer to that. At the time the contract was made it could not have been carried. It was not any nearer route by Cheyenne than it was up the river, or not quite so near. It was further. If the agency had been established where it was contemplated to be established when Mr. Dodge made this proposition, we could not have carried the corn by Cheyenne so near a route as it was up the river by Randall.

Q. I understood you to say that the amount of corn substituted by Mr. Dodge for flour, cost the Government at the agency just what the flour would have cost at the agency, with the exception of the amount of corn furnished at the Red Cloud agency?—A. No, sir; I did not say so. That is exactly what I did not say. I said with the exception of freight on 200,000 pounds from Cheyenne to Red Cloud agency, which makes a material difference.

Q. Well, I excepted that myself.—A. You did not say anything about freight.

Q. I said the corn delivered at the agency cost the same which flour delivered at the agency would have cost in every instance, except the corn delivered at the Red Cloud agency.—A. No, sir. That is not what

I did say. I said with the exception of these agencies; that is, the Red Cloud and Whetstone; and the Whetstone agency would have cost exactly the same except it was removed. If the proposition had been carried out that I made, the corn delivered at the Whetstone agency would have cost exactly the same as the flour would have cost delivered there.

Q. What was the freight from Cheyenne to Red Cloud agency on 200,000 pounds?—A. I do not know, sir.

Q. What was the cost of transportation for 100 pounds from Cheyenne to Red Cloud agency?—A. \$1.75, I think, or \$1.70; I am not sure which.

Q. Do you mean per 100 pounds per 100 miles?—A. Yes, sir.

By the CHAIRMAN:

Q. Have those miles been determined yet?—A. No, sir.

Q. You have not fixed any distance, then, for the payment of freights definitely from Cheyenne to the new agency?—A. No, sir.

By Mr. ADAMS:

Q. Did you say you had not fixed any distance that you were to allow the contractor for?—A. No, sir.

Q. Who is the contractor; Mr. McCann?—A. Yes, sir.

Q. Does not the contract in the body of it say that it is 212 miles?—A. Yes, sir, but he afterwards waived his rights under it, and proposed to measure it, and that is the way it stands now. His final settlement is to be on the actual distance.

Q. When did he consent to waive his rights under it?—A. Early in December.

Q. Was that consent in writing?—A. Yes, sir.

Q. How did he happen to consent to it?—A. When these accounts were objected to by the board that the distance was too great, he immediately made that proposition.

Q. You stated a while ago that if the arrangement which you made with Mr. Dodge for substituting corn at the Whetstone agency had been carried out, the amount of corn furnished at the agency would have cost precisely what the stipulated amount of flour at the agency would have cost?—A. Yes, sir; the proposition shows that itself; 500,000 (600,000?) pounds of corn at the agency instead of 400,000 pounds of flour at Omaha.

Q. You understood the proposition in that way when you agreed to it?—A. I should think so.

Q. What subsequent arrangement was made different from that which you understood yourself as making at the time?—A. There was no subsequent arrangement except to carry the corn where the agency was instead of leaving it where it was expected to be, which I could not provide against nor foresee at all.

Mr. ADAMS. I now propose to submit, in the regular order of time in which the several communications were made, the correspondence relative to the substitution of corn for flour by Mr. Kelley.

The CHAIRMAN. I would ask the witness if he has any further statement to make in reference to his testimony.

The WITNESS. There is one paper which needs an explanation. It is from the board. They say that the agents subsequently notified the Office that they did not want the corn. That was true upon my first laying the matter before them, at the suggestion of Secretary Cree; but when I visited the agencies, and explained to them that the corn was to be ground in their mills; that, where they had not a mill, they would be furnished

with one; and that sacks were to be furnished to issue the corn in, they then said they wanted it, and that changed the arrangement in the Office. Every one of these agents, by his estimate this year, has ratified that action of the Office in exchanging flour for corn. I have had them from the agents, and they all call for corn to a certain extent instead of flour.

By Mr. ADAMS:

Q. Did you have that information from these agencies when you made that arrangement?—A. I did. Before I consummated the arrangement I had the information from all of the agents by personal interview. I visited that whole country, with the exception of the Red Cloud agency, and I saw all the agents. It was during that time that I was absent, and the Office was carrying on a certain correspondence, and I was meeting these agents and meeting the parties themselves, that these transactions occurred, and that may make a little confusion in the record.

The CHAIRMAN. The correspondence in reference to the Kelley contract and the substitution will be read in the regular order of time.

The WITNESS. I have here a letter to Kelley, of June 28th, as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., June 28, 1873.

SIR: I have been unofficially informed that there is a large surplus of flour at Fort Peck. Before any other shipment of flour is made to that point I desire to know exactly the amount of flour on hand at the agency. You will, therefore, please ship no flour for that point, except as it shall be ordered by this Office or the agent.

I have also learned that, in many cases, the Indians prefer a portion of their rations in corn instead of flour. Please inform me at what rates of exchange you will furnish corn for flour on your contract with this Office.

Very respectfully, your obedient servant,

E. P. SMITH,
Commissioner.

P. H. KELLEY, Esq.,
Saint Paul, Minn.

Also the following:

J.

SAINT PAUL, *July 2, 1873.*

SIR: I have the honor to acknowledge the receipt of your letters of June 13 and 14, the former informing me of the appointment of W. T. S. Clarkson, of Yankton agency, as flour-inspector, and the latter relative to the delivery of flour at Yankton, Upper Missouri, Grand River, and Cheyenne agencies, instead of delivery as per my contract.

I have delayed answering this as I was not at once able to give an intelligent answer to the questions asked. I would now say that only a part of the flour I am to furnish can be shipped to the different agencies via the Northern Pacific Railroad as cheaply as from Sioux City or Yankton. However, if you desire it, I will undertake to deliver the flour at the agencies named in my contract at the contract price, with the Government rate of transportation added; you also to allow me for the insurance on the flour beyond the points named for delivery in my contracts. I suppose the Government does not insure its freight while in transit, but I would not deem it prudent to take the risk myself.

As regards inspection, it would be perfectly satisfactory to me to have it inspected at the agencies by the agent receiving it.

I also desire to acknowledge the receipt of your telegram of June 27, ordering suspension of flour shipments to Fort Peck, which was forwarded to me on the 28th at Sioux City, where I was engaged turning over flour to the freight-contractor. I have already shipped from here, via Northern Pacific Railroad, four thousand sacks flour for Milk River agency, in addition to shipments made via Missouri River, and have made my arrangements for nearly all the Milk River flour. I therefore trust the embargo will soon be removed, as shipments late in the season are more expensive than those made at an earlier date.

Very respectfully, your obedient servant,

P. H. KELLEY,
Per G.

Hon. E. P. SMITH,
Commissioner of Indian Affairs, Washington, D. C.

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I would say, in regard to that letter of July 2, that it has no bearing at all upon the exchange actually made, but was only a reply to preliminary inquiries as to how much he had shipped, &c.

The next letter is dated July 3, and is as follows:

K.

SAINT PAUL, July 3, 1873.

SIR: I have the honor to acknowledge the receipt of your letter of June 28, directing suspension of flour shipments to Fort Peck until further instructions from you. Also, asking me at what rates I would furnish corn for flour under my contract, in cases where it might be desired.

Referring to the Fort Peck flour, I would state that I have nothing further to add to what I said in my letter of yesterday on this point.

As regards the exchange of corn for flour, I will, within two or three days, be able to give you a definite answer.

I am, very respectfully, your obedient servant,

P. H. KELLEY,
Per G.

Hon. E. P. SMITH,
Commissioner of Indian Affairs, Washington, D. C.

I have here another letter, of July 8, addressed to Mr. Kelley from the Indian Office.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 8, 1873.

SIR: I have your letter of the 2d instant, in which you state that you have already shipped four thousand sacks of flour for the Milk River agency. You may continue this shipment up to sixteen thousand sacks, leaving four thousand sacks to be commuted into corn, or not shipped at all. For Grand River also leave a margin of two thousand sacks; for Upper Missouri, one thousand; for Cheyenne River, one thousand.

I have also to acknowledge the receipt of your telegram giving terms for furnishing flour to Morris. Your rates have been referred to Agent Adams, with instructions to purchase if you unless the open market gives him better rates, or a different quality of flour is desired.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

P. H. KELLEY, Esq.,
Saint Paul, Minnesota.

Also another letter, dated St. Paul, July 12, from Mr. Kelley. It is as follows:

SAINT PAUL, MINN., July 12, 1873.

I have the honor to acknowledge your letter of July 8, requesting commutation of flour for corn, at various agencies, as follows, viz:

Fort Peck, M. T., 4,000 sacks flour to be commuted for corn.

Grand River agency, 2,000 sacks flour to be commuted for corn.

Cheyenne agency, 1,000 sacks flour to be commuted for corn.

Upper Missouri agency, 1,000 sacks flour to be commuted for corn.

I will make the exchange, as desired by you, as follows:

For \$18,808, (that being the contract price of 4,000 sacks flour delivered at Milk River agency, Fort Peck,) I will deliver 417,777 pounds corn, in bags, at Fort Peck, Montana.

For \$8,850, (that being the contract price of 2,000 sacks flour at Sioux City, with transportation to Grand River agency, (new location,) at August rates added,) I will deliver 295,000 pounds corn, in bags, at Grand River agency, D. T.

For \$4,025, (that being the contract price of 1,000 sacks flour at Sioux City, with the transportation to Cheyenne agency, at August rates added,) I will deliver 146,363 pounds of corn, in bags, at Cheyenne agency.

For \$3,775, (that being the contract price of 1,000 sacks flour at Sioux City, with transportation to Upper Missouri agency, at August rates added,) I will deliver 151,000 pounds of corn, in bags, at Upper Missouri agency, D. T.

If any corn is required at Fort Randall, D. T., or Yankton agency, D. T., I will deliver it, in bags, at 2 cents per pound.

If the commutation as above is decided upon, please notify me by telegraph, as the Fort Peck corn should be secured and shipped at once.

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I desire to explain that in making the proposition for Grand River, I estimated the freight to the new location at \$1.25 per 100 lbs., August rate.

Very respectfully, your obedient servant,

P. H. KELLEY.
G.

Hon. E. P. SMITH,
Commissioner of Indian Affairs, Washington, D. C.

There is a correspondence relative to that last proposition. When my attention was called to these contracts by searching for the correspondence, in answer to the call of the committee, I found that the rate of commutation at Peck was an exorbitant one, and called the attention of the contractor to it.

I received this letter in reply :

SAINT PAUL, MINN., April 24, 1874.

DEAR SIR: Your telegram of the 22d instant, relative to Fort Peck corn, received, and I have this day answered by telegraph, as follows: "Have found original figurings. You were to have had one hundred and twenty-five and one-third (125 $\frac{1}{3}$) pounds corn for each one hundred (100) pounds of flour. Can't understand how the mistake was made in the written proposition. Upon this basis there is due Peck eighty-three thousand five hundred and fifty-six pounds (83,556) of corn, or three thousand one hundred and thirty-three dollars and thirty-four cents, (\$3,133.34.) Shall I ship corn or refund money? Answer by telegraph. Have written fully."

Explanatory of this unfortunate mistake, I must say that I have no conception of how it occurred. I never had the slightest intimation of an error existing until I received your telegram, never in fact having referred to the figures or proposition since making them. Immediately upon receipt of your telegram, I made search for the original figurings, on which the proposition of exchange, as made by Mr. Kelley, was based, and on finding them the mistake was at once apparent and would certainly have been noticed and corrected by either Mr. Kelley or myself before the proposition was sent you had we given it special scrutiny, but the basis of exchange having been established by us, and accepted by you while here, we supposed our young man correctly apportioned the amounts and gave no particular attention to the proposition after he had written it, taking it for granted that it was in exact accordance with the basis agreed upon.

Kelley's price for flour at Fort Peck is \$4.70 per 100 lbs., in lieu of which he agreed (or intended to agree) to deliver you at Fort Peck a corn equivalent of 125 $\frac{1}{3}$ lbs.; in figuring the exchange we assumed that the corn would have to be purchased and shipped from Sioux City and that it would cost, sacked as you required it, \$1.25 per 100 lbs. or thereabouts. The freight was figured on a basis of August (Government) rates, which was from Sioux City to Fort Peck, \$2 per 100 lbs., thus making the actual cost to Kelley of the corn at Fort Peck as follows:

Cost of 125 $\frac{1}{3}$ lbs. of corn at Sioux City, \$1.25 per 100.....	\$156 66
Freight on 125 $\frac{1}{3}$ lbs. of corn from Sioux City to Peck, at \$2 per 100.....	250 66

Total cost of 125 $\frac{1}{3}$ lbs. corn at Peck.....	407 33
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To which add the profit he would have made on flour delivered as shown below, say	62 67
--	-------

470 00

For the cost of 125 $\frac{1}{3}$ lbs. of corn, delivered at Peck, as shown above, say \$407.33, he could have delivered 100 lbs. of flour, for which he would have received \$470.

If you remember, the price of flour at that time was lower than at the day of making the contract in New York; Mr. Kelley could purchase all the flour wanted at \$2.25 to \$2.50 per 100 lbs., averaging \$2.37 $\frac{1}{2}$. He had a freight-rate to Peck, via Bismarck, of \$1.70 per 100 lbs., which you see would let him deliver the flour at Peck at a cost of about \$4.07 $\frac{1}{2}$, leaving him a profit of about 62 $\frac{1}{2}$ cents per 100 lbs., and of course it was equitable that the exchange should leave him the same margin of profit that he could have made on the flour delivery, had the exchange not been ordered.

We greatly deplore the trouble and annoyance this mistake must have caused you, particularly at this time, but trust our explanation will be satisfactory and that the error will work no injury to either yourself or the Department.

Should you so elect, we will forward the corn at once to make up the deficiency.

Very respectfully,

A. H. WILDER

Hon. E. P. SMITH,
Commissioner of Indian Affairs, Washington, D. C.

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September 9, the following letter was sent to Kelley :

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 9, 1873.

SIR : Referring to office letter to you of July 8, 1873, requesting commutation of one thousand sacks of flour for corn, at the Cheyenne River agency, I have now to request that no more flour be shipped to said agency, but that whatever quantity of flour is still due may be commuted for corn, to be delivered at the agency according to the rates stated in your letter to this office of July 12.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

P. H. KELLEY, Esq.,
Saint Paul, Minnesota.

The next in order is a letter of August 4, from the Acting Commissioner, while I was absent in Dakota :

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., August 4, 1873.

SIR : On the 26th ultimo, this office received a telegram from A. H. Wilder, esq., to the effect that Commissioner Smith had verbally approved your proposition of the 1st instant, to furnish for the Indian service certain quantities of corn in lieu of flour. The office, in reply thereto of same date, advised Mr. Wilder that the Cheyenne and Upper Missouri agencies did not want corn, and that Fort Peck and Grand River agents had not been heard from. On the 28th ultimo, Mr. Wilder telegraphed that he understood office letter of the 8th ultimo as ordering the corn, and had acted on that understanding, and on the same day the facts were telegraphed to Commissioner Smith, at Audubon, Minnesota, and Mr. Wilder informed accordingly.

I am now in receipt of a communication from the Commissioner, dated the 24th ultimo, in which I am instructed to direct you to furnish the quantity of corn named in your proposition of 12th ultimo, for the Cheyenne, Upper Missouri, Milk River, and Grand River agencies; the same to be sound and sweet, and to take the place of that usually purchased for feed to oxen at the points named.

In case no new arrangement has been made with you by the Commissioner since the 29th ultimo, the date of office telegram to him, you will please carry out his instructions by delivering at the Grand River agency, Dakota, (new location,) 295,000 pounds; at the Cheyenne River agency, Dakota, 146,363 pounds; at the Upper Missouri agency, Dakota, 150,000 pounds; and at the Milk River agency, Montana, 417,771 pounds corn.

Very respectfully, your obedient servant,

H. R. CLUM,
Acting Commissioner.

P. H. KELLEY, Esq.,
Saint Paul, Minnesota.

I have here a telegram, dated July 29, to Wilder :

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 29, 1873.

A. H. WILDER, Saint Paul, Minn. :

Office letter of eighth instant is not considered as ordering commutation of flour for corn. Commissioner Smith has been telegraphed at Audubon, Minn.; regarding matter.

H. R. CLUM,
Acting Commissioner.

Charge Indian Office :

H. R. CLUM,
Acting Commissioner.

And Wilder's reply thereto :

ST. PAUL, MINN., July 28, 1873.

Hon. H. R. CLUM,
Acting Commissioner Indian Affairs, Washington, D. C.:

I understood the letter of July eighth to Kelley as ordering commutation of flour for corn, and have proceeded on that understanding.

A. H. WILDER.

Wilder's telegram of July 29, to the Acting Commissioner, is as follows:

SAINT PAUL, MINN., July 26, 1873.

Hon. H. R. CLUM,

Acting Commissioner of Indian Affairs, Washington, D. C.:

Commissioner Smith when here verbally expressed his approval of Kelley's proposition. If the twelfth to furnish corn, please give official order; condition of the river requires prompt acting. Answer.

A. H. WILDER.

Circular letter to the agents, June 28, 1873.

This was sent to seven agents in Montana and Dakota:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., June 28, 1873.

SIR: I am informed by the secretary of the Board of Indian Commissioners that in many instances the Indians prefer corn to flour, and that, not infrequently, they exchange with traders the rations of flour issued to them by the agent for corn, at large profits to the trader and corresponding cost to the Indians.

Information is desired at this office as to whether there is such a desire for corn on the part of the Indians at your agency, and in what proportion; and, also, your estimate as to what amount of corn would be equal to a barrel of flour for Indian use, and also what amount of corn you will require to be shipped for your agency during the next season, provided satisfactory arrangements can be made with the party who has contracted to deliver flour.

Very respectfully, your obedient servant,

EDWD. P. SMITH,
Commissioner.

J. D. PEASE, Esq.,

U. S. Agent, Crow Agency, Montana.

E. PALMER,

U. S. Indian Agent, Grand River Agency, D. T.

H. W. BINGHAM,

U. S. Agent, Cheyenne River Agency, D. T.

E. A. HOWARD,

U. S. Agent, Whetstone Agency, D. T.

H. F. LIVINGSTON,

U. S. Agent, Upper Missouri Agency, D. T.

W. F. ENSIGN,

U. S. Agent, Blackfeet Agency, Montana.

A. S. SIMMONS,

U. S. Agent, Milk River Agency, Montana.

My first reply was from Agent Bingham, July 12, 1873.

CHEYENNE RIVER INDIAN AGENCY, D. C., July 12, 1873.

SIR: In reply to your letter of the 28th ultimo, stating that you have been informed that many of the Indians prefer corn to flour, I have to say that I am not aware of such a desire of the Indians at this agency. In a few instances Indians have asked for corn-meal, which has been given them from the stable. I do not deem it practicable to issue corn, as the Indians would be tempted to feed it to their ponies. Three hundred pounds of corn would be equal to one barrel of flour.

Very respectfully,

H. W. BINGHAM,
United States Indian Agent.

Hon. EDWD. P. SMITH,

Commissioner of Indian Affairs, Washington, D. C.

That was one of the agents whom I afterward saw, and explained to him that the corn was not to be given in the grain, but was to be ground, mills to be provided and sacks furnished. He then asked for it.

I have here a reply from the Milk River agent, as follows:

OFFICE MILK RIVER AGENCY,
Fort Beck, M. T., July 12, 1873.

SIR: In answer to your communication of the 28th ultimo in reference to furnishing corn for the Indians of this agency, I have the honor to state that the Indians prefer corn in place of a portion of the flour. I would recommend, in place of one-fourth of the amount flour to be furnished, that its equivalent in shelled corn be substituted, and I am of opinion that two hundred and fifty pounds of shelled corn would be equivalent to one barrel of flour.

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for Indian use. On this basis 625,000 pounds of corn would be required during the present fiscal year in lieu of 500,000 pounds of flour, being one-fourth the quantity of flour contracted for.

Neither licensed traders nor other white men are permitted to trade, purchase, or exchange with the Indians of this agency for provisions or any other articles issued to them by the Government.

Very respectfully, your obedient servant,

A. S. SIMMONS,
United States Indian Agent,

Hon. EDW. P. SMITH,
Commissioner of Indian Affairs, Washington, D. C.

A telegram to Agent Bingham from the Acting Commissioner is as follows:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 31, 1873.

H. W. BINGHAM,
United States Agent Cheyenne River Agency, Dakota;

Do not purchase corn for your agency. It will be furnished by office.

H. R. CLUM,
Acting Commissioner.

Charge Indian Office :

H. R. CLUM,
Acting Commissioner.

Next comes letter to Agent Livingston, dated August 6, as follows:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., August 6, 1873.

SIR: In reply to your letter of the 16th ultimo, submitting a requisition for forage required for the service of the Crow Creek agency, I have to advise you that arrangements have been made with P. H. Kelley, esq., of Saint Paul, Minn., for the delivery at said agency of 151,000 pounds of corn.

You may communicate with Mr. Kelley as to the time when said supplies will be ready for shipment.

Very respectfully, your obedient servant,

H. R. CLUM,
Acting Commissioner.

H. F. LIVINGSTON, Esq.,
United States Indian Agent, Crow Creek Agency, Dakota Territory.

Also letter from myself to Agent Bingham, September 8, 1873, as follows:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 8, 1873.

SIR: In reply to your letter of the 16th ultimo, I have to state that arrangements have been made to have furnished for your agency 146,363 pounds of corn in bags in lieu of 1,000 sacks of flour; said corn to be delivered at the agency free of transportation.

Arrangements have also been made to have a supply of 25 and 50 pound sacks sent you for the issue of the meal, and the outer sacks from the flour should be retained as far as possible for making said issue.

Very respectfully, your obedient servant,

EDWARD P. SMITH,
Commissioner.

H. W. BINGHAM,
United States Agent, Grand River Agency, Dakota Territory.

A telegram was sent to Agent Palmer in answer to his request to purchase corn for the use of stock at his agency, as follows:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 31, 1873.

E. PALMER,
U. S. Agent, Grand River Agency, Dakota :

Do not purchase corn for your agency; it will be furnished by Office.

H. R. CLUM,
Act'g Commissioner.

Ch'g Indian Office.

H. R. CLUM,
Act. Comm'r.

Agent Palmer writes, in answer to the circular letter as to the substitution of corn for flour, on August 25, to the Office, as follows :

STANDING ROCK INDIAN AGENCY, DAK.,
August 25, 1873.

SIR: I have the honor to acknowledge the receipt of your communication of the 28th June last, desiring information as to whether the Indians of this agency would prefer corn to flour for their ration.

In reply I would respectfully state that, after a careful inquiry into the matter, I find that the Indians would like to receive a proportion of corn in lieu of one-half of their ration of flour, provided it could be furnished in the form of meal; the proportion would be about two pounds of corn to one of flour.

Should the Department conclude to furnish the proportion of corn, it will be necessary to provide means for grinding and sacking for the same.

I am, sir, very respectfully, your obedient servant,

EDMUND PALMER,
U. S. Indian Agent.

Hon. H. R. CLUM,
Acting Commissioner of Indian Affairs, Washington, D. C.

Those are all the answers from agents who are concerned in this matter. There are, however, answers from other agents.

Agent Ensign asks for at least a third of his rations in corn. Agent Pease says the furnishing of corn is impracticable, because the cost in that country is too great. It could not be procured at less than ten cents per pound.

I have here a letter from Agent Bingham, of August 16, as follows :

CHEYENNE RIVER INDIAN AGENCY, DAK., August 16, 1873.

SIR: The honorable Commissioner informed me that he would send corn in lieu of flour, but did not advise me what amount he would send. I have estimated that about one-third meal should be issued, and would therefore request that corn be furnished in quantities equal to three thousand sacks flour. Please advise me what amount will be furnished, at your earliest practicable convenience.

I am, very respectfully, your obedient servant,

H. W. BINGHAM,
United States Indian Agent.

Hon. EDWARD P. SMITH,
Commissioner of Indian Affairs, Washington, D. C.

Mr. ADAMS. Let that branch of the proceedings be followed by the objections of the Indian Department.

The WITNESS. The accounts of Kelley, for corn procured under this arrangement, were sent to the board. They returned them disapproved, with this letter :

DEPARTMENT OF JUSTICE,
Washington, November 15, 1873.

SIR: I have examined the account of P. H. Kelley (voucher No. 1459) for \$18,800, being for corn furnished September 29, 1873, to the Indian agent at the Milk River Indian agency, in Montana. The corn was delivered as the voucher indicates, and under the following circumstances :

Kelley had, at a former date, made a contract with the Commissioner of Indian Affairs, by which he was to deliver a certain amount of flour at said agency. The Commissioner, upon the representations of Mr. Cree, secretary of the Board of Indian Commissioners, and others, and upon personal knowledge on the subject, became convinced that it would be for the interest of the Indians to receive corn in lieu of some portions of the flour contracted for. He thereupon requested Mr. Kelley to deliver corn instead of a portion of the flour which he had agreed to deliver. The price for the corn was the lowest market-price in the Sioux City market with the freight to agency added.

This arrangement was made late in the season, and with the approval of the Secretary of the Interior.

The Commissioner, having determined that the good of the service required the substitution of corn for flour as above set forth, was of opinion that the "public exigency" was such as to require the purchase of the corn without advertisement, (12 Stat., 22, sec. 10.) His reasons were: first, that the rate of transportation on the Upper Missouri was rapidly increas-

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ing; secondly, that immediate shipment should be made or the corn would not reach the agency before the close of navigation; and, thirdly, that the contractor was purchasing and shipping flour to satisfy his contract, and that it became necessary to give him immediate notice or it would be too late to procure corn instead of flour. In this view I understand that the Secretary of the Interior concurred.

Mr. Kelley's account has been approved by the Commissioner of Indian Affairs, but disapproved by the Board of Indian Commissioners.

The board disapprove of it because the change from flour to corn was made without the formality, accompanying the original contract, of submitting the same to the board for its approval and without advertisement.

Conceding that ordinary contracts should be submitted to the board for their approval or otherwise, I am of opinion that "when immediate delivery or performance is required by the public exigency," contracts may be made without such submission and without advertisement; and the officers authorized to make such contracts are the judges of the question whether such "public exigency" exists, and that their decision thereon is conclusive, provided they act in good faith.

The foregoing views are applicable to the following accounts, to wit, P. H. Kelley, No. 1447, for \$4,025; do. No. 1543, for \$6,037; do. No. 1512, for \$1,905.12, and James E. Booge, No. 1503, for \$33,854.37, all of which, together with the one first herein named, I recommend for approval.

Very respectfully,

W. H. SMITH,
Assistant Attorney-General,

Hon. C. DELANO,
Secretary of the Interior.

Those are all the papers in the case except the following:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
November 3, 1873.

SIR: I have the honor to be in receipt, by reference from the Department, of a communication from the Hon. Nathan Bishop, acting chairman of the executive committee of the Board of Indian Commissioners, dated the 18th ultimo, returning, disapproved, for reasons stated, accounts in favor of P. H. Kelly—\$4,025 and \$18,800; in all, \$22,825—the same being for corn furnished, under authority of this Office, for the Indian service at the Cheyenne and Milk River agencies.

The facts regarding the purchase of the corn in question are these: Mr. Cree, secretary of the Board of Indian Commissioners, advised me that he knew from personal observation that the Indians belonging to the Red Cloud agency desired corn with their subsistence stores, in lieu of some of the flour usually furnished them; that he had known them to trade flour for corn at a sacrifice, and he was satisfied it was the same at other agencies. The Office thereupon directed the flour-contractors to reduce the quantity of flour stipulated in their contract to be delivered at the respective Sioux agencies, and at the Milk River agency, and also submitted the question to the agents at those agencies as to whether corn would be preferred in lieu of some of the flour contracted to be delivered for the Indians in their charge. Some of these agents advised the Office that the change would be desirable, and others informed me personally, when at their agencies last summer, to the same effect. It is true that some of them reported to the Office that corn was not required. This was owing, however, to the fact that at that time there were no mills at their agencies for manufacturing the corn into meal. Being satisfied that the best interests of the Indians, and of the service, demanded that some corn should be furnished to certain agencies, I made arrangements with the flour-contractors to furnish the same in lieu of a portion of the flour contracted to be delivered by them. The price to be allowed for the corn so furnished was as low as corn could be delivered at the agencies, and was, in fact, the lowest market-price at Sioux City, with freight from that point to the respective agencies added.

This Office does not consider that Mr. Kelley's contract has been changed, except as far as the quantity of flour to be delivered under it is concerned; and in this respect I respectfully submit that the Office has the right to modify any contract for Indian supplies, should the interests of the service demand. The corn was not purchased under that or any other contract, but was, in fact, bought in open market at a fair price; and the only reason why the purchase was made from the flour-contractors was because they were entitled to some consideration on account of having the quantity of flour contracted to be delivered by them reduced sufficiently to enable the Department to pay for the corn purchased.

The papers in the case, inclosed with Department reference of the 21st ultimo, are herewith returned.

Very respectfully, your obedient servant,

E. P. SMITH,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., November 8, 1873.

Sir: Referring to office report of the 3d instant, relative to certain accounts in favor of P. H. Kelly for corn furnished by him for the Indian service, I have the honor to state further, for the information of the Department, that having determined that the good of the service demanded that the corn should be furnished in lieu of some of the flour contracted for, the exigencies of the case were considered sufficient to require the purchase to be made in open market for the following reasons, viz:

1st. The rate of transportation on the Upper Missouri was increasing monthly, and the quantity needed for Fort Peck had to be shipped without delay that it might reach its destination before the close of navigation.

2d. The flour contractors were purchasing and shipping flour under their contracts, and the change, if made at all, had to be made at once, in order that the corn might be received and issued as a part ration with the flour.

In conclusion, I would say that making the purchase from such contractors was not a favor to them; on the contrary, their consent to furnish corn in lieu of flour was a favor to this office, and procured upon its solicitation.

Very respectfully, your obedient servant,

EDWD. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

Q. When did you visit these different agencies, and there ascertain after an examination of all the facts, that corn was desirable?—A. I think in August.

Q. What time in August?—A. I cannot say.

Q. Are you sure that it was in August?—A. I was away from the office from the middle of July until nearly the middle of September; within that time I was at the Dakota agencies; I cannot say when.

Q. How many of the agents in reply to that circular letter, inquiring if corn was desired, answered in the negative?—A. One or two at first; they afterward changed their opinion.

Q. I understand you to say that you did not complete the arrangement and determine upon the substitution after you heard from all the agents, and after they had expressed themselves as believing that such substitution was desirable?—A. No, sir; it was not completed until after that.

Q. And you did not get your information that it was desirable until you visited the agencies in person?—A. And some of them I did, and some of them I did not.

Q. You did not get the information from all of them until you visited the agencies in person?—A. Not in reference to all of them. I did in reference to most of them. The information reached the office before it reached me.

Q. Was this arrangement completed verbally by you with Mr. Kelly before the Office here in Washington had information of it?—A. I think it was, substantially.

Q. I find here among the papers filed here by you a telegram from Mr. Wilder from Saint Paul, Minnesota, July 26, 1872, in which he says, "Commissioner Smith, when here, verbally expressed his approval of Kelly's proposition of the 12th to furnish corn. Please get official order. Condition of the rivers requires prompt action. H. Wilder."—A. That was as to the proposition on its merits, but not as to the amounts. I could not certify to the amounts until I got further information.

Q. This telegram speaks of your approval, when there, of Kelly's proposition of the 12th. The proposition of the 12th I have here. It was Mr. Kelly's written proposition. I ask you if that telegram is correct?—A. If he means that the matter was settled it is not correct. If

he means that corn might be substituted instead of flour, and at the rates specified, he may be correct.

Q. At the rates specified?—A. Yes, sir.

Q. The quantity is also designated?—A. That would be at the rates.

Q. What else would there be for you to approve?—A. There were some points at which I did not want the substitution.

Q. But he indicates the points he wants to take them to?—A. But I had not decided upon those points; that were left an open matter.

Q. What points had you decided upon?—A. I do not remember.

Q. Mr. Wilder, in a telegram to Acting Commissioner Clum, says that he understood that letter to Kelly as ordering commutation of corn for flour, and proceeded on that understanding?—A. That is his lookout; not mine.

Q. Didn't you afterward approve all of Mr. Wilder's conduct in the matter?—A. It was just what we wanted, I think.

Q. Is this proposition of Mr. Kelly, contained in his letter to the Office of the 12th, the proposition which was finally agreed upon and accepted?—A. Yes, sir.

Q. Did you, in adding the transportation which he here proposes to do at August rates, did you think the price of corn at Sioux City was a fair price?—A. Yes, sir.

Q. Did not your action in allowing Mr. Kelly to deliver at the agencies instead of at Sioux City deprive Mr. Wilder of a portion of his transportation?—A. Yes, sir; I had his consent.

Q. Was not that contract of Mr. Wilder's for transportation one that had been awarded him at exceedingly low rates?—A. He was the lowest bidder. He sub-let it at 25 per cent. below his own rates.

Q. Had you knowledge of his sub-letting it?—A. No, sir; I have no knowledge of it. I do not mean sub-let exactly. He employed boats to carry out the contracts.

Q. In making this substitution of corn with Kelly at the rates indicated in this communication of July 12, how did you arrive at the amount which it was proper to allow Mr. Kelly?—A. The same way I did in Mr. Dodge's case.

Q. Did you add to what you thought was a reasonable price for the corn in each instance, at Sioux City the transportation from Sioux City to the agency, and fix the price in that way?—A. It was one of the elements entering into it.

Q. What were the others?—A. Fairness to the contractor.

Q. How could you ascertain what was fair to the contractor without knowing what he was giving for his corn?—A. I did know in a general way.

Q. In determining the price you would give him for the flour you allowed him a certain price for the corn at Sioux City and added the transportation to the agencies?—A. I endeavored to get corn from him at a fair rate in substitution for flour, as I wanted corn instead of flour.

Q. How does it happen that in deducting the transportation which forms a portion of the price of corn at the agency, it leaves a different price for the corn at Sioux City?—A. That was his proposition. Why he made that I do not know. He had different facilities, I suppose, for getting corn at those agencies.

Q. I want to get from you how you arrived at this conclusion?—A. I have told you again and again that I cannot tell you. An itemized memorandum was set before me at the time. I have no recollection of them whatever. I have only a general recollection of the facts, as I have stated.

Q. I see in your report to the Secretary of the Interior you state that the price to be allowed for corn so furnished was as low as corn could be delivered at the agencies, and was, in fact, the lowest market price at Sioux City, with freight from that point to the respective agencies. Is that statement correct?—A. It is not.

Q. Why did you make it in your report?—A. I did not know that I had made it until I read it here just now. It needs qualification in the respect in which I have qualified it before.

Q. Did not you think that the corn which they furnished ought to be at the lowest market price, the transportation rates added?—A. I think I have expressed my opinion about that several times.

Q. Now, in reference to this communication from Mr. Wilder, of April 24, 1874, concerning a mistake—is this communication from Mr. Wilder in answer to a communication from you to him?—A. Yes, sir.

Q. Where is your communication to him?—A. I can repeat it to you. It was a telegram of the 22d of April, which I sent after looking over these papers and going over the rates to which I had assented, and which I supposed were in accordance with the agreement I made with him at Saint Paul. I found that the rates at Fort Peck were not in accordance with that agreement, and I telegraphed him: "Flour at Fort Peck is \$4.24; corn at the same place is \$4.50, (or whatever it was.) How can this rate for corn be correct?" and that was the reply.

Q. That is substantially your telegram?—A. I think it is, verbatim.

Q. You had been paying him at the rates stipulated in this paper, however, and never discovered it until after this investigation was started?—A. I did not discover it until I looked at these papers with a view of answering the inquiries that came from this committee.

Q. How did it happen that you communicated with Mr. Wilder when Mr. Kelly was the contractor with whom the arrangement was made?—A. Mr. Wilder was acting for Mr. Kelly as his agent, which I found out when I was there in July or August.

Q. How long have you known Mr. Wilder?—A. About two years.

Q. I found upon page 12 of Executive Document 123, forwarded from your office to Congress, among the items of expenditure, one of \$5,000 for "sanitary specific." What kind of a specific is that?—A. It was for sanitary purposes.

Q. What has ever become of that sanitary specific?—A. It is on storage.

Q. Where?—A. In the Indian Office.

Q. When was it purchased?—A. I do not know. I cannot tell without referring to the files.

Q. This statement here gives July 21, 1873, as the date of the issuing of the requisition in payment of the account, so that it must have been purchased prior to that date?—A. I should suppose so.

Q. You purchased from Mr. Anson Dart 5,000 bottles of sanitary specific at \$5,000, which you never had occasion to use?—A. I have never used it.

Q. Who is Mr. Anson Dart?—A. I do not know.

Q. What is the medicine a specific for?—A. For syphilitic disorders, gonorrhoea.

Q. What reason had you to suppose that this purchase of 5,000 bottles was necessary?—A. It is necessary. That is, it would be a benefit if it would do what it claims to.

Q. Do you know whether it will do what it claims to?—A. Mr. Dart brought me a certificate from an Army surgeon of a hospital in Washington that he had tried it and that it was a complete cure. I have

since ascertained that there was some humbug about this certificate and about the man himself, and I concluded there is about the medicine.

By the ASSISTANT ATTORNEY-GENERAL :

Q. Was that account approved by the board of commissioners?—A. Yes, sir.

By Mr. HARRIS :

Q. Is that medicine required by those people?—A. If it would do what it claims, it would be the best thing for them.

By Mr. COMINGO :

Q. Is there much syphilitic disorder in the Indian country?—A. It is very extensive, especially where they come in contact with white people.

By Mr. ADAMS :

Q. Was Mr. John Smoot a clerk in your office?—A. There is a John S. Smoot, I think.

Q. Do you know anything about any one having induced Mr. Smoot to leave the city of Washington?—A. I do not.

Q. I will ask you if you have not recently found from examination that you are behind in your accounts in the Indian Office?—A. I do not exactly know what you mean. If you mean that I have found deficiencies in some accounts I have; that is, some appropriations, and reported them to Congress.

Q. Have you not found that you, as Commissioner, are responsible, individually, for a considerable amount that has never been accounted for?—A. I have not.

By the CHAIRMAN :

Q. If you have any statement to make of your own, you can now make it if you desire to do so.—A. I do not know that I have any statement to make.

By the ASSISTANT ATTORNEY-GENERAL :

Q. Do you wish to state anything about the freight contract with Mr. McCann?—A. I desire to say something about another freight contract given to Mr. Wilder from Fort Randall to Whetstone agency. That contract was let in New York to a man by the name of Marston, at \$1.12; if I recollect right. The award was made to him and he was notified. He declined to accept or enter into the contract, giving as his reasons that he bid for two contracts and he only got one, and that he would not accept that. I proceeded to prosecute his bond, but found, on referring to his bond, that it was not attached to his bid, and in the opinion of the Solicitor he could not be held; that the prosecution would not carry. I had reason to believe that Marston's bid was not a *bona-fide* one; that the next man above him, a man by the name of Treadway, was in collusion with him, and he, Marston, accepted the contract and let it run out, that it might be let to Treadway at the higher rate, \$1.37, I think. I had reason to think so from the fact that Treadway came to me immediately on reading the bids, and said that the contract would come to him at \$1.37; that there was a man below him at \$1.12. He said, "Well, if that man don't take it, it will then come to me." I determined to defeat that operation, so I asked for proposals from different parties who were transporting, and finally secured one from Mr. Wilder at \$1.32, lower than any other one except Mr. Marston's, who had defaulted, and

I gave it to him. In regard to Mr. McCann's transportation contract, the facts are set forth in the papers here. When the agency was changed from the place at which it was located at the time of the execution of the contract, Mr. McCann desired different rates from that which he had up to the old agency, on the ground that the road between the old agency and the new was a more difficult one, and that he must, therefore, load lighter from Cheyenne to the new agency, and he asked for rates which would be fair from the new to the old. He considered that he ought to have it because he had to carry the same load over a road which was comparatively old. For instance he had to carry, as he claimed, some 7,000 pounds on the old road, while on the new road he could not carry more than 5,000. Secondly, he must load at the rate of 5,000 clear through, as there was no place between Cheyenne and the Red Cloud agency where he could throw off a part of his load, or where he could reload on the other teams. That matter was referred to the board of commissioners, with a recommendation that Mr. McCann be allowed an additional rate. The board declined to accede to it on the ground which Doctor Bishop urged in the letter which has been read, and suggesting that a new contract be made, not for the whole distance, but for the additional distance. That suggestion proceeded on the supposition that it was possible for Mr. McCann to bring his freight to the old agency and reload, which it was not possible for him to do. The contract for that reason was abandoned. There was no one at the old agency, there was no protection for the goods, and they could not be received there. Mr. Bishop proposes that Mr. McCann should enter into an arrangement for additional compensation for the additional distance, which was all right if Mr. McCann was willing, but not being willing, the office could not comply with Mr. Bishop's suggestion, and did make the contract as you have it here before you. We sent that contract to the board of commissioners for their approval. They disapproved it for the reasons before stated. Then the accounts of Mr. McCann for transportation over all these roads have been sent repeatedly to the board for their approval, and they have regularly rejected every one of them. This particular contract was approved by the Secretary of the Interior, an approval which he had the right to make, in entire disregard of their opinion, and those sums disallowed on those contracts enter largely into those sums which the board has reported as disapproved by the commissioners. When these accounts were returned to the office with the objection of the board to their payment, Mr. McCann's attention was called to it, he then being in the city, and he voluntarily entered into an agreement with the Secretary of the Interior that the distance between Cheyenne and the new agency should hereafter be determined by actual measurement. One of the objections of the board to the accounts of Mr. McCann was that the distance was not given, and his accounts for May and June by that agreement are held up for payment until the distance is measured and the payments can be made for the whole transportation, under this contract, for the distance that shall be found by actual measurement. The distance from Cheyenne to the old Red Cloud agency was an established thing when the bids were made, established by precedents, established by previous contract, established by Commissioner Walker, after having rode over the road and adjusted accounts at rates which he considered fair for the actual distance. When Mr. McCann bid he was bidding upon a distance which was conceded on all hands, by the contractors and by the Indian Office, and if he bid at a certain rate between those points, the distance established by the office and by common consent would enter into his bid. The distance between the old

agency and the new is 80 miles, and that distance has been stated by different parties.

Q. Has the Department taken steps to establish that distance?—A. Not yet. I propose to do so.

By Mr. COMINGO :

Q. Referring to the substitution of corn for flour, how has it worked?—

A. It has worked, so far as I am able to judge, very well indeed; so well that, in my estimates for supplies for this year, I have put in corn instead of flour, in part, and submitted them to the board of commissioners, and they have accepted it, so far as relates to that matter.

By Mr. RAINEY :

Q. Have you put it for more than 25 per cent.?—A. Just about 25 per cent.; some places a little more, because the agents have asked for more.

By Judge LOWE :

Q. You were examined yesterday, at some length, upon the letting of some contracts in New York for flour, beef, bacon, transportation, &c.; those were contracts made in 1873, were they not?—A. Yes, sir.

Q. How many proposals for the letting advertised for were put in upon that occasion, about?—A. I think about 175; between that and 200.

Q. How many contracts were let upon that occasion?—A. I should say between twenty and thirty, including goods, hardware, and everything of that sort, some of them very small.

Q. Did the responsibility rest upon you to examine and decide as to all those proposals?—A. It did.

Q. The board of commissioners who were with you were to aid in the examination and to advise?—A. Yes, sir.

Q. How much time was consumed by yourself and the board in the examination of those proposals, and in determining your award?—A. About twelve days.

Q. How many of the board assisted you in that matter?—A. Four officially and two or three others were there at different times, besides the secretary of the board. There were parties sent by the Secretary of the Interior to represent the Interior Department.

Q. The bidders were generally there to advise or to be inquired of in respect to their propositions and their contract.—A. Yes, sir; almost invariably, or some one representing them, usually themselves.

Q. Had these propositions all to be examined with a view to ascertain the lowest bidders, and that you had to consider in connection with their responsibility and the regularity of their bids?—A. Yes, sir.

Q. All these had to be examined by yourself and the board?—A. Yes, sir.

Q. Samples were also sent in some cases?—A. Yes, sir.

Q. What class of goods were bid upon by samples?—A. All goods, including dry goods of all sorts, hardware, and what we call supplies; flour, sugar, coffee, soap, and saleratus. I think that includes all that was furnished samples.

Q. What were the class of articles that were not bid by samples?—A. They were Texas cattle, and bacon. I think that is all.

Q. How did yourself and the board, as a matter of practical operation, find the labor of examining all these bids and samples, and arriving at a just and proper conclusion upon the subject? Was it a mat-

ter involving a great deal of labor, of care, and intricate examination ?—
A. Yes, sir; especially with reference to affairs that were remote.

Q. In the examination of these proposals and the making of these awards, did you and the board avail yourself of what knowledge you had, and what information you could get from bidders and those who were contiguous to you, with a view of ascertaining the responsibility of the bidders ?—A. Yes, sir; so far as we were able to do.

Q. In the awards made upon these propositions, I will ask you if you remember whether the awards made were or were not unanimously by yourself and the advisory board ?—A. The action at New York was entirely unanimous. What was then done was done by unanimous consent. I want to state, if I may be allowed, that I came to the Indian Office without any experience in office except what I got out in the woods as Indian agent. Within a few days after arriving at my office these proposals were ready to be examined. I went into New York and plunged into this business and kept very busy at it, and had to act, very often, on my best judgment, with not very much time to consider it. Now, there are transactions in the Indian Office that don't have the consideration they ought to have. The action of Congress in not giving proper force to the office is losing ten dollars where it saves one. There is no question about that.

Q. How many Indian agents are there in the service of the Bureau ?—
A. Seventy-eight, I think.

Q. And the business of all of them has to be supervised by you ?—
A. Yes, sir. I have the disbursement of some six or seven million dollars.

Q. Is it possible for you to give personal attention and supervision to all of the matters which have to go through your hands ?—A. It is not possible, and no man will undertake to do a seven-million business on the force that is employed in the Indian Office; he will go to ruin; he will not do it.

Q. How many clerks have you at your disposition ?—A. Thirty-two or thirty-three. I have not a man in that office to whom I can submit one of these important questions, involving thousands of dollars, and get a judgment from him upon which I could rely.

Q. What is the salary of your office ?—A. Three thousand dollars.

WASHINGTON, D. C., June 3, 1874.

THOMAS K. CREE sworn and examined.

By the CHAIRMAN :

Question. State your residence and position.—Answer. I reside in Washington, D. C.; I am secretary to the Board of Indian Commissioners.

Q. This committee is charged with the duty of examining into the alleged frauds and irregularities, and unfairness, said to have been committed on the part of officers connected with Indian affairs in the fiscal year 1872-'73. Do you know of any such frauds, unfairness, or irregularities, of your personal knowledge? If so, state what you know thereof.—A. I have been familiar with certain things set forth in the report of the Board of Indian Commissioners.

Q. What the committee wishes you to state is, what you know definitely, of your own knowledge.—A. I am perfectly familiar with the facts in that report.

Q. You may make your statement independent of them.—A. I do not

know that I have any statement to make in reference to the matter further than is already stated there. That covers the ground.

Q. The committee would like to have a statement of what you know definitely, independent of that report, as if that report had never been made.—A. I do not know that I have any statement to make. I am here in obedience to a summons of the committee, to give them information that I may be able to give, and that the committee may wish. I have no statement to volunteer in reference to this matter.

By Mr. ADAMS :

Q. As secretary of the Board of Indian Commissioners were you present with the board at the proceedings had in New York, when the awards for the present fiscal year were made for Indian supplies and goods ?—

A. I was there at the time the awards were made, and I entered most of them in the award book.

Q. You were acting in the capacity of secretary to the board of commissioners ?—A. Yes, sir.

Q. The Board of Indian Commissioners in this report, on page 22, refers to a large award of cattle for the Sioux agency, and states that they thought it for the best interest of the Government to divide the awards and give them to the three lowest bidders, Mr. Wilder, Mr. Dodge, and Mr. Slevens. Did you know to whom the awards for beef for the Santee, the Yankton, the Cheyenne River, the Whetstone, the Red Cloud, the Upper Missouri, and the Grand River agencies were awarded ? If so, state to whom the contracts for those respective agencies were awarded.

A. The contract for Red Cloud and Whetstone agencies was given to Mr. Wilder, who was the lowest bidder. The contract for the Upper Missouri and Grand River agencies was given to Mr. Dodge ; that was finally changed.

Q. Give the final award.—A. The final award of Mr. Dodge was for the Cheyenne River and the Yankton agencies, and Mr. Slevens, the Upper Missouri and Grand River.

Q. What were the number of pounds of beef required to be furnished to the three agencies awarded to Mr. Dodge ?—A. The three Mr. Dodge got required six million three hundred and fifty thousand pounds, at \$2.76 and \$2.76½.

Q. What was the amount of bids required for the agencies at which the award was given to Mr. Wilder ?—A. Ten million pounds.

Q. What was the award given to him at ?—A. At \$2.72½.

Q. What was the number of pounds of beef required at the agencies where the award was given to Mr. Slevens ?—A. Mr. Slevens was awarded six million two hundred and fifty thousand pounds, at \$2.73.

Q. Were Mr. Dodge, Mr. Wilder, and Mr. Slevens all bidders for all those agencies ?—A. Yes, sir.

Q. Did the Commissioner of Indian Affairs and the Board of Indian Commissioners, when they made the award, assign any reason for not making the entire award to the lowest bidder, who was Mr. Wilder, instead of making part of the award to Mr. Dodge, at \$2.76 ; part to Mr. Slevens, at \$2.73, both of whose bids were higher than Mr. Wilder's ? If they did, what reason did they then assign ?—A. The reason they assigned then, and the reason they gave in their report—

Mr. HARRIS. No matter about their report.

The WITNESS. The reason they gave was that it was not for the interest of the Government for one man to have a contract for some twenty odd million pounds of beef ; that one man could not fill a contract for all

that satisfactorily, and that it was to the interests of the Government to divide it among the three lowest bidders.

Q. In the action taken by the board of commissioners and the Indian Commissioner, were they unanimous in this view or was it contended for by a majority of those who acted upon the subject?—A. I do not think there was any diversity of opinion in regard to the subject.

Q. I will ask you if Mr. Beard was not a bidder for the agencies given to Mr. Dodge, at \$2.72½?—A. Yes, sir; he was. I do not remember his bid, except seeing it on the list. I remember that, when we were here with a subcommittee, that bid was examined, and there was no reason why he had not received a portion of the award. I did not remember the bid at all until my attention was called here to it in the subcommittee.

Q. You now state that it is true that the contract for beef for the three agencies, which was awarded to Mr. Dodge at \$2.76½, was bid for by Mr. Beard at \$2.72½?—A. I think that it was. The bid, however, will show that. I have not examined the bid since that day I was here. I believe it was decided that day in that way. I have not looked at it since. The only reason I can account for the bid not being considered was that it was down at the foot of the list, and possibly overlooked, because I do not remember the bid at all. I did not know who Mr. Beard was; have not heard of him since.

Q. I will ask if Mr. J. W. Iliff did not bid for the contract at the Red Cloud agency that was awarded to Mr. Wilder at \$2.72½, and if he did not propose to furnish the same character of cattle required at that agency for \$2.69½?—A. Yes, sir; I was not aware of that until I saw it here.

Q. And you do not know of the reasons which the board had at the time for executing Mr. Wilder's bid at \$2.72½, instead of Mr. Iliff's?—A. No, sir, I do not, except that it was divided among three, and I think Mr. Iliff only bid for one. I do not know of any other reason.

By Mr. LAWSON:

Q. Since these contracts were awarded was this bid of Mr. Iliff before the commissioners?—A. Yes, sir; they all were.

Q. I will ask you if Mr. Beard did not also bid for the beef required at the Whetstone agency?—A. Yes, sir; I believe he did for the whole Sioux agencies.

Q. And if he did not propose to furnish beef for that agency at \$2.72½; the agencies that were awarded to Mr. Wilder?—A. Yes, sir.

Q. Do you remember to whom the contract for flour, at the Upper Arkansas, the Kiowa, and the Wichita agencies, was awarded?—A. Yes, sir; it was awarded to John H. Martin, of Cheyenne.

Q. Do you know why, after the award was made to Mr. Martin, the Commissioner of Indian Affairs did not allow him to execute the bond and fulfill the contract that had been awarded to him?

[Objected to by Mr. Harris.]

A. I know it from the correspondence which I have had in regard to it.

Q. Do you know from the records of your office that the award made to Mr. J. H. Martin was afterward changed by the Commissioner of Indian Affairs, and the contract given to Mr. Finelon?—A. I know the contract was changed and given to Mr. Finelon.

Q. Do you know the rate at which the contract was awarded to Mr. Martin?—A. Yes, sir; it was awarded to Mr. Martin at \$3.25, delivered at Kansas City or Lawrence.

Q. Do you know the rate at which the contract was entered into with Mr. Finelon?—A. Mr. Finelon was to get \$5.90, delivered at the Upper

Arkansas agency; \$6.76 at the Kiowa agency, and \$6.34 at the Wichita agency.

Q. That change was made by the Commissioner of Indian Affairs without any consultation with the board, was it not?—A. Yes, sir.

And you know nothing of the reasons, positively, of your own knowledge, which were assigned by the Commissioner for that change which he made?—A. I do know them. I do not know that I know them in a manner that would be evidence. I am familiar with the circumstances of the case. I know the reasons that were assigned for the change, but I do not know that I received them from the Commissioner of Indian Affairs himself.

By the CHAIRMAN:

Q. The flour delivered at these agencies included the cost of transportation to Kansas City and Lawrence?—A. Yes, sir. The flour was to be delivered at the agencies instead of Kansas City, or at Lawrence. Mr. Martin, at \$3.25, was to deliver it at Kansas City or Lawrence, and Mr. Finelon, at the prices I have mentioned, was to deliver it at the agencies.

Q. And therefore necessitated an increase in the price?—A. O, of course it would necessitate a considerable increase in the price. I do not know what amount, but considerable.

By Mr. ADAMS:

Q. Was not this contract entered into with Mr. Finelon in direct violation of the terms of the advertisement under which the bids were awarded?—A. The advertisement stated that no bids were to be received for supplies delivered at these agencies. It required all bids to be for the delivery at certain points, except in the case of the three agencies, I believe, and those three agencies were up in Montana.

Q. I will ask you this: Mr. Martin, it is claimed, was a defaulting contractor with the Quartermaster's Department, a fact of which you are aware. I will ask you whether it is not a fact that Mr. Martin had, subsequently to the time that he was alleged to be a defaulter to the Quartermaster's Department, received a contract and filled it satisfactorily from the Indian Department?—A. He filled a contract satisfactorily in 1871 and in 1872, I believe, and this defaulting operation was prior to that time, although I am not certain that it was.

By the CHAIRMAN:

Q. Then your answer would be that you are not certain that it was subsequent to the defalcation or not?—A. No, sir, except that Mr. Martin told me that it was prior.

By Mr. ADAMS:

Q. Had you any knowledge of the character of the flour which was proposed to be furnished by the different bidders to the agencies in Montana? Did you examine it?—A. Yes, sir; and, so far as I know, all good XX flour. There was no objection made to the quality of the flour.

Q. In the awards which were made to the parties who got the contract for furnishing the flour to the Montana agencies, no preference was given to any man on account of the superior quality of the flour, but for other reasons. Does your recollection serve you upon that point?—A. No, sir; there was no difference in the quality of the flour, so far as I know. I am certain there was not in regard to two agencies. At the agency at Milk River there was a preference in regard to the flour.

Q. But there was not for the Black Foot and Crow agencies?—A. No, sir; the flour there was all the same.

Q. The contract for Milk River agency was awarded to Mr. Kelly?—A. Yes, sir.

Q. To whom was the contract for flour for the Blackfeet and the Crow agencies awarded?—A. Award was made for those two in New York. As entered upon my award-book, it was awarded for the Crow agency to W. J. Gorr, of Boseman City, at \$1.48 per hundred pounds; for the Blackfeet agency, \$3.50 per hundred pounds, provided it was not decided to award contracts for the Blackfeet agency to William Nolan, at \$1.50 per hundred pounds, and proper arrangements made for the inspection of the flour. That is the entry made in my book. The price was considered so low that it was thought the contract could not be fulfilled at that price, and on that account the award was made in that way.

Q. Let us understand how the award for the Blackfeet and Crow agencies was made.—A. It was made to W. H. Gorr, of Boseman City, for the Crow agency, at \$1.48; the Blackfeet agency at \$3.50, conditioned that it was not decided to give it to William Nolan, who had bid for \$1.50. It was the first time awards had been made for Montana by the Commissioner of Indian Affairs, and the bids were considered to be too low; so low as to leave it a very serious question in the minds of the awarding parties as to whether the award ought to be given to these low parties, and yet it was beset by so many embarrassing circumstances that the award was made in that way.

Q. Was the character of the flour which was proposed to be furnished, and which accompanied the bids of Mr. Gorr and Mr. Nolan, good flour?—A. There was no objection to the quality of the flour. I have no doubt it was good.

Q. Was the award, as made in the city of New York by the entire Board authorized to make the award, carried into effect by the Commissioner of Indian Affairs?—A. The award, when it was made, was thought by all parties would not be carried out at the prices named, and it was then decided that if they did not accept it, General Cowen, Commissioner Smith, and myself, were to look into the matter and make the proper award.

Q. To whom did you finally make the award?—A. The award was finally made to Mr. Largie.

Q. At what price?—A. For the Crow at \$2.68, and for the Blackfeet, I believe, at \$3.

By the CHAIRMAN:

Q. Allow me ask, do I understand you to say that those men that made that low bid declined to furnish the goods at the price named?—A. I do not know. I never heard of either of the men since.

Q. So, to the best of your knowledge, they declined to furnish the goods at that price?—A. I do not know whether there were such men in existence.

Q. In other words, you have no such knowledge of their ever offering to fulfill the contracts?—A. I do not believe they ever did.

By Mr. ADAMS:

Q. Was it ever definitely settled that the award was made to Mr. Gorr and to Mr. Nolan, and was not the question as to whom the award should be made after investigation on the subject, left an open question, and is it not true that Mr. Gorr and Mr. Nolan never had an opportu-

nity to execute the bond and fulfill the contracts?—A. I do not know. I never heard of the two men since, and I do not know.

Q. Did not I understand you to say that you had determined in New York that the award was to be made to Mr. Gorr for the Crow agency, and to Mr. Nolan for the Blackfeet agency, unless you and Secretary Cowen and Commissioner Smith, after you got to Washington, should determine otherwise?—A. Yes, sir; that was the award in New York.

Q. Then the award made in New York was not a definite and fixed arrangement?—A. No; it was not a definite and fixed arrangement because the entry shows that while the award was made to Mr. Gorr, it was made conditionally, that Nolan was to have it at \$1.48, if he came forward, and satisfactory arrangements were made with him in regard to an inspection, and then the further question was left that in case any of them was to come forward these three parties were to make the award.

By the CHAIRMAN :

Q. Immediately after the award, and at the time, were you in doubt as to the ability or disposition of Mr. Gorr and Mr. Nolan to fulfill the award?—A. Yes, sir; we had very serious doubts about it.

By Mr. ADAMS :

Q. What caused you to doubt their ability?—A. The low price at which he offered to furnish the Crow agency. The lowest price for the Crow agency for XX flour for a long time past, I think, was something like \$5.50, and here was a man offering to supply it at one-third, and it was thought it could not be done.

By Mr. HARRIS :

Q. Were they notified of it?—A. No, sir.

Q. Were they not known to any of the board?—A. No, sir; I have a pretty extensive acquaintance in Roseman, and I never heard of Mr. Gorr.

By Mr. RAINEY :

Q. Did they ever submit any bonds?—A. Yes, sir; I don't remember the bondsmen, but in Montana it is a very easy thing to get bondsmen. I will say that in regard to these contracts in Montana, the board realized that it would be set by a great many difficulties. It was a long distance away, and the bid seemed to be very low, and it was very difficult to find out the character of the men, and while they awarded the contract to the lowest bidder it was not decided to positively settle the thing unless the party came forward and showed himself in good faith.

Q. Was not expression given by the board as to the character or responsibility of these parties?—A. The board did not know either of them. It was thought at this low price the flour could not be delivered, and that if they got the award it was thought desirable to have the flour inspected at a military post. There was a military post at the Crow agency, and one not far from the Blackfeet agency.

By Mr. ADAMS :

Q. You say that the award for the Crow agency was made to Mr. Gorr at \$1.48, and to the Blackfeet for \$3.50, provided it was not subsequently determined to award the contract for the Blackfeet agency to Mr. Nolan at \$1.50?—A. Yes, sir.

Q. By whom was that subsequent question as to whether it should be awarded to Mr. Nolan to be determined?—A. The whole subject was left to General Cowen, Commissioner Smith, and myself.

Q. Did you, Secretary Cowen, and Commissioner Smith finally settle

that question?—A. I was detained in New York for some time, and I came over to Washington, and I was in Commissioner Smith's office one day, and he told me that there had been a great deal of trouble in regard to this award, and that we were all thoroughly disgusted with this Montana business, and he told me that he and General Cowen had been examining the award, and that Mr. Largie, who was a man that they knew to be a good man, was given the contract. There was a man named Lockey who had made a bid at Crow agency. I think it something like \$1.78. I was under the impression that he was the man to whom the award was made, and was not aware of the fact that it was awarded to Mr. Largie until I was out in Montana. I was there when it was announced that the contract was awarded to Mr. Largie at \$2.78. It was a very important question at Boseman, because they lived off of the Indian Department and the Army, and one of the firms there had bid for this contract at \$2.05, and they were very indignant at the award being so made; and, while I was not consulted in the matter, I thought the award was made to Mr. Lockey.

Q. When you assented to the award for Largie, you thought it had been given to Mr. Lockey?—A. Yes, sir.

Q. And you never knew any better until some time afterward?—A. Not until I got to Montana, some months later.

Q. I ask if Mr. Church, Mr. Wilder, Mr. Isaac C. Baker, and Mr. Nelson Story did not all bid at lower rates than the contract was awarded to Mr. Largie?—A. Yes, sir.

Q. And was not the article of flour entirely acceptable?—A. I think it was.

Q. Mr. Largie, to whom the contract was awarded, was not a bidder at all?—A. No, sir.

Q. But Mr. Lockey and Mr. Church, Mr. Isaac C. Baker and Mr. Nelson Story were all bidders at a lower rate than the price agreed upon with Mr. Largie?—A. Yes, sir—Mr. Baker's bid. I do not remember the others.

Q. If you had known at the time that Mr. Largie, to whom the contract was finally given, had not been a bidder, and that he was not a lower bidder than Mr. Lockey, would you have consented to the arrangement?—A. I do not know; I was very much disgusted with it.

By the CHAIRMAN:

Q. Disgusted with what?—A. With the whole management.

Q. With these two men who made the bids?—A. I was disgusted with the whole thing.

Q. And had no confidence in the good faith of the men in performing their contracts?—A. The only party I knew among the bidders was Mr. Story. He was a responsible party. His bid, I believe, was for \$2.25 for the Crow agency. When I went to Montana, I found that Rich, Wilson, and Bogert, who bid at \$2.05, were as responsible men as there were in the Territory. I did not know them before, and there was a great deal of fuss made about the awards, and I was thoroughly disgusted with the whole thing, and I would not like now to say that I would not have consented to the award.

Q. Would you, had you known some reliable, responsible party that had bid for these contracts at a higher sum, and who was a person whom you thought it was for the interest of the Government to make the contract with at that high rate, would you not rather have given it to him than to the lowest bidder whom you felt disgusted with?—A.

I did not know the lowest bidder, and I did not have any confidence in him.

Q. I do not think you understand my question. Suppose there was some party whom you personally knew, a responsible, reliable, faithful party, and had put a bid in at a higher rate than those other parties whom you had no confidence in, would you not feel that it was for the good of the service that the contract should be awarded to the higher bidder than to the lower bidder?—A. I would have given the bid to the persons whom I knew to be responsible.

By Mr. ADAMS:

Q. Did you know anything against the personal character or reputation of Mr. Gorr, Mr. Nolan, Mr. Baker, and Mr. Nelson Story?—A. No, sir.

Q. Did anybody in the board, when the awards were made, seem to have any knowledge of the men personally or the sufficiency of their sureties?—A. No, sir.

Q. If you were disgusted with the whole proceedings, what disgusted you? Was it simply because you were tired of the question, or simply that you had seen or learned anything about the character of the men?—A. I did not consider these lowest bidders *bona-fide* bidders. I did not think the flour could be furnished at the prices they named.

Q. Which lowest bidders do you refer to?—A. I refer to the bids of Mr. Gorr and Mr. Nolan. Mr. Story's bid was not at a low price. His bid was at \$2.25, and he was a responsible party. I was disgusted with the business. I did not like the idea of these men coming in before the award with bids at prices I did not think they could fill the contracts.

Q. Just tell us which one of those lowest bidders proposed to furnish flour at such prices that you did not think they would fill their contracts.—A. We did not think that Mr. Gorr or Mr. Nolan could fill the contracts at the prices they named. We did think that Mr. Gorr might supply both of the agencies at the prices he named. He might supply them both, and strike an average. The bids of the other parties were at higher rates, but still they seemed to be very low.

Q. Was there any reason to believe that Mr. Lockey could not fill the contract at the rate of his bid, viz, \$2.25 for the Crow and \$2.49 for the Blackfeet?—A. His prices were much higher than I supposed. I suppose his price was \$1.78. I have never looked at it since. My recollection of it is (and I told Mr. Brunot at the time) that Lockey's bid was \$1.78 for the Crow agency. His price, it seems, was higher than Rich, Wilson, and Baker, which was \$2.05. After going to Montana I found that flour was very low—was selling at \$1 and \$1.50 a hundred pounds, delivered forty miles to the Crow agency. While the price seemed low for New York, after understanding the markets in Montana, it did not seem so exceedingly low.

Q. You have stated there were several persons who bid at lower rates than the rate at which the contract was awarded to Mr. Largie?—A. Yes, sir.

Q. And you have stated that the reason which controlled you, and which disgusted you, was the exceedingly low rates at which some of them proposed to furnish the flour. I will ask you to state which one of those bidders proposed to furnish it at such exceedingly low rates that made you doubt whether they would be able to comply with their contract?—A. I doubted whether Gorr or Nolan, at the Blackfeet agency, would fill their contracts.

Q. They were all?—A. Those two I know. I do not know whether I analyzed my opinion sufficiently to state in regard to the others.

By Mr. HARRIS :

Q. Do you state that you have no reason to doubt but that the other parties could furnish flour at the rates which they proposed?—A. There was objection to them aside from the price. The price did not enter into their case at all.

Q. Objections to all of them?—A. Objections to three of them.

Q. Which three, and what were the objections?—A. One was Mr. Church.

Q. What was the objection to him?—A. The objection to Mr. Church was that he was not a proper person to be awarded a contract.

Q. What was the matter with him?—A. The reason why was not given, except that he had been connected with the Government service, and that facts were known which determined the committee not to make the award to him. The reasons were not given, and on that ground Mr. Church was ruled out. There were two other bidders that Mr. Church represented. They were drawn upon the same paper and appeared to be very much alike, and he was given as a party to refer to. The bidders were desired to give their address in New York, and Mr. Church gave his address for these three bids. One of the bids was his own and there were two others. I do not remember their names, but I remember that they were low bids.

Q. What was the objection to Mr. Lockey?—A. I do not know. I saw the price of Mr. Lockey's. His was much higher than the others. Perhaps his price was too high.

Q. What was the objection to Rich, Wilson, and Bogert?—A. They bid at \$2.05.

Q. For what agency?—A. For the Crow. I do not know what their bid was for the Blackfeet.

Q. What was the objection to them?—A. I do not think there was any objection to them. The matter, after being left in this way and after throwing out the Church bid and the other two bids, I think was left open.

Q. You say that Rich, Wilson and Bogerts, whom you saw in Montana, were as responsible men as any in the Territory?—A. Yes, sir.

Q. Was not Mr. Story a responsible man and so recognized, and were not contracts awarded to him?—Yes, sir.

Q. I ask you, if the contract had been awarded to Mr. Story at the rate at which he proposed to furnish the flour at the Crow and Blackfeet agencies, it would not have been less than what it was awarded to Mr. Largie?—A. It would have been at the Crow agency.

Q. Take them both together?—A. You have his bid there. I do not remember what his bid was for the Blackfeet.

Q. What reason had you to think that Mr. Lockey was a responsible man?—A. I knew him; at least I knew him by reputation. I was not acquainted with him. I always understood he was a responsible man.

Q. Let me ask you, when the award was made to Mr. Largie, if the price was stated to you?—A. No, sir; I did not ask the price.

Q. Did you consent to or approve their action?—A. Yes, sir.

Q. Under the impression that you had thought it was given to Mr. Lockey?—A. Yes, sir.

Q. Do you know now, with the information that you have about the contract being given to Largie instead of Mr. Lockey, that you would have objected to it?—A. I don't know that I would at the time.

Q. Do you know of any reason now?—A. I don't know of any reason except the fact that he was not a bidder.

By Mr. ADAMS:

Q. After you went to Montana, you became satisfied that Mr. Nolan could have furnished the flour at the low rates, \$1.50. You found the flour selling there near the agency at that price?—A. I believe he could have filled the contract. Flour was selling there at about almost any price.

Q. Then the impression which the board and you had in reference to the inability of the men to comply with their proposals at this low rate was unfounded?—A. I think it was with regard to the Crow agency. I am not familiar with the market price about the Blackfeet. I feel satisfied that Gorr could have filled that contract for the two agencies and lost no money.

By Mr. RAINEY:

Q. Was there any possible arrangement by which you could satisfy yourself or the board that those men could fulfill their contract without going to Montana?—A. I don't know.

Q. You don't think there was?—A. I don't think I would have been familiar with the matter unless I had gone up there.

Q. Do you know the price of flour there now?—A. I do not.

By Mr. HARRIS:

Q. Do you know the market-price of flour at the time the award was made?—A. I know what it was the time I was there, about a month after the award was made.

By the CHAIRMAN:

Q. Do you know whether the price of flour is any higher there now than it was at the time the award was made?—A. I do not know.

Q. Do you know whether, at the time these proposals were made and the contract awarded, any report of market-prices-current was available to you for inspection, or did you have any?—A. I have no doubt we could have got them, but the matter was not thought of. I presume we could have got the quotations by making a special effort.

Q. You acted upon your general knowledge of the market-prices of flour in the country?—A. Yes, sir.

By Commissioner SMITH:

Q. I will ask the witness if in the arrangement of Largie's contract and his consent asked or his judgment consulted with reference to it, the price was not stated to him?—A. No, sir; I think not.

Q. You gave consent to the award; made up your judgment whether the thing should be done without knowing anything about the price?—A. I did. I was very much disgusted with the whole thing, and I was satisfied with any arrangement that could be made.

By Mr. RAINEY:

Q. Were you not appointed by the board on this committee?—A. Yes, sir.

Q. Were you required to make a report to them?—A. I was not required to make a report.

Q. Did you not suppose that some time the board might ask you whether the award had been made?—A. I did report the matter to the board.

Q. And you did not state what the price was?—A. I stated what I thought the price was. I thought I had a correct idea of the bids, and I have here the correspondence upon the whole subject from

beginning to end. It went on to paper shortly after the transaction, and the whole thing was very clear to me.

Q. Don't you have an impression on your mind that the price was stated to you at the time?—A. No, sir; I stated to Mr. Brunot the facts before I knew the price. I did not know the price at which it was awarded until I heard it in Montana.

By Mr. HARRIS :

Q. The report you made to the commissioners did not contain the correct price?—A. No, sir; it did not contain any price.

By the CHAIRMAN :

Q. Then we understand you, substantially, that at the time this award was made to Mr. Lergie your impressions were favorable; that is, you gave your acquiescence to the contract that was made there?—A. Yes, sir; I gave my acquiescence to the contract. I will say to the committee that in these Montana contracts it was a difficult thing to decide, and while the board had correspondence on it, they didn't think it was a matter to bring in the report. They did refer to some things in the report, but this they didn't; they appreciated the difficulties in the way. When Mr. Brunot was out in Montana he wrote to the Secretary of the Interior and called attention to the fact that those awards were made. He referred the letter to the Solicitor of the Interior Department, and he decided that the contract could not be annulled. The board appreciated the difficulties under which the Commissioner acted, and they thought they would not make any mention of it in their report. Mr. Brunot objected to it when he heard the facts in the case, and it was on the strength of his objections that the matter was referred to the Solicitor.

By Commissioner SMITH :

Q. Do you know any further transaction in regard to that contract with Lergie officially or Mr. Brunot's report?—A. The Commissioner reduced the quantity one-fourth on the strength of Mr. Brunot's report.

Q. Reduced the quantity to be supplied 25 per cent.?—A. Yes, sir.

Q. Do you not know that the Government is paying more for flour on account of having left off that 25 per cent.?—A. No, sir; I do not.

Q. You refer in your report to the fact that the contract with J. H. Martin was annulled, and a contract afterward entered into with another man at higher prices; do you not know officially that the prices were the same when transportation was included?—A. I do not.

Q. Has there been any correspondence through your office on the subject?—A. I thought I had some correspondence here on the subject, but I find I have not. I do not know that there was any correspondence.

Q. Don't you know that the price is exactly the same where transportation is included as it was under the Martin contract?—A. No, sir; I do not know what the transportation would be; it was a question I never went into one way or the other. I have no idea of the distance from Kansas City to any of those agencies, and have no idea of the price of transportation.

Q. Did you ever inquire in regard to it?—A. I do not know that I ever inquired. I know that the statement was made that it was just the price that Martin was to receive with the freight added.

Q. Had you any doubt of it?—A. I do not know. I never investigated the matter one way or the other.

Q. Had you any reason to question the truth of the statement?—A. No, sir, I had not.

By Mr. HARRIS :

Q. Who made the statement?—A. I do not know; it was a general statement I heard. I do not know whether I received it from the Commissioner or not.

Q. Is it your impression that the Commissioner told you?—A. I really don't know that the Commissioner told me. It is possible that he did. The board in referring to it say nothing in regard to the prices. Their objection is to the fact of its being delivered at the agencies. They did not consider the price in the matter. Of course anybody would know that the price delivered at the agencies would be considerably higher than delivered at Lawrence or Kansas City. The board didn't make any objection to the price; it was the fact of the delivery at the agencies that they did not approve.

Q. Are you aware that the Government suffered any loss?—A. I am not.

Q. Have you heard any complaints in that direction that they did?—A. I have heard some complaints of a portion of the flour.

Q. Have you not heard that it was substituted and made satisfactory?—A. I did not hear that it was, and then my hearing about the matter was simply a casual thing. I do not know what the quantity was or what the agency was.

By Mr. HARRIS :

Q. Let me ask whether there was anything in any of these transactions that raised in your mind a suspicion that anybody committed any fraud on the Government?—A. I do not know that any fraud was committed on the Government.

Q. So far as you know anything about it, there was no fraud committed on the Government?—A. I do not know of any.

By Mr. ADAMS :

Q. To whom was the contract for transportation from Fort Randall to the Whetstone agency awarded by the board in New York, and at what rates?—A. It was awarded to George Marshall, at \$1.12 per hundred pounds per hundred miles.

Q. Who was the contract awarded to from Cheyenne to the Red Cloud agency?—A. To Mr. McCaun, at \$1.20 per hundred pounds per hundred miles.

Q. Were there any lower bids?—A. Yes, sir.

Q. Who were they and what rates did they propose?—A. Mr. Middleton proposed 96 cents; Mr. Hecht, \$1.17½; Mr. Marshall, \$1.10½, and I think somebody else, Mr. May, I believe.

Q. Mr. McCaun was a higher bidder?—A. I do not know whether there was anybody higher than him or not.

Q. You do know that Mr. Marshall, Mr. Hecht, and Mr. Middleton were all lower?—A. Yes, sir.

Q. Was any objection offered to the board to Mr. Marshall, Mr. Hecht, Mr. Middleton, or Mr. May, who were lower bidders?—A. Mr. Middleton was considered too low at 95, and then they didn't think he was in the freight business. He was supposed to be a lawyer or claim-agent in Washington. Mr. Marshall had just been assigned a contract to the Whetstone agency, and General Cowen said he knew Mr. McCaun; that he was a good man, and his price was so little above Mr. Hecht's, and Mr. Hecht not being known to members of the board, that it was decided that it was better to give it to Mr. McCaun at \$1.20.

Q. Mr. McCaun was specially recommended by Mr. Cowen?—A. He said he knew Mr. McCaun to be a good man.

Q. Did anybody profess to know anything against Hecht or May?—A. No, sir; nobody there professed to know anything pro or con.

Q. When that contract was awarded to Mr. McCaun in New York, was there any understanding upon the part of the board that he was to be paid \$2.50 per day for each yoke of cattle, when detained for any cause?—A. There was nothing said about that, so far as I know.

Q. Then if the contract which was finally entered into with Mr. McCaun agreed to give him \$2.50 for each yoke of cattle which was unemployed during the period of detention, it was a provision inserted by the Commissioner without any arrangement having been made in New York?—A. I never heard of any arrangement of that kind.

By Mr. HARRIS :

Q. Do you know whether the board of commissioners would legitimately have anything to do with that?—A. I do not know whether that is a usual provision in contracts for carrying freight.

Q. That might be customary and you not know anything about it?—A. I do not know. This may be a usual clause inserted in freight contracts.

By Mr. ADAMS :

Q. Don't you understand it to be the duty of the board of commissioners to supervise all the expenditures of the Indian Department?—A. Yes, sir.

By Mr. RAINEY :

Q. I understood you to say just now that the reason why the contract was awarded to Mr. McCaun was on account of the recommendation, or he being spoken of by Mr. Cowen. How did Mr. Cowen come to refer to Mr. McCaun?—A. He was one of the committee and the matter was discussed in the committee. He had just as much to do with the award as anybody else. He represented the Interior Department and was one of the committee making the award, and he knew McCaun. Hecht and May were not known to members of the board, so far as I know.

Q. Was it not generally understood that Mr. Cowen had a good deal of information about the contractors and those persons who had been working for the Government?—A. I do not think the question was raised.

Q. Did they give any special deference to his opinion in such matters?—A. I do not know that the question was raised, except the fact that General Cowen knew McCann to be a good man was considered a sufficient reason to give him an advance of 2½ cents on a man they did not know. This was at the award, and General Cowen was a party to it.

Q. The Commissioner of Indian Affairs was there too?—A. Yes, sir. He was the party making the awards aided by an agent from the Interior Department and the executive committee of the Board of Indian Commissioners.

Q. It was not considered unusual that General Cowen should speak in favor of McCann or any other bidder?—A. No, sir; of course not.

Q. And the other bidders, if they had been known, would have been spoken of?—A. Yes, sir.

Q. Is it not expected that anything they knew should be stated?—A. Yes, sir. Mr. Middleton was known and General Cowen knew Mc-

Cann. Middleton was very freely discussed, and Mr. May would have been, I presume, just as freely if they had known him.

By Mr. ADAMS :

Q. After those contracts were awarded to Mr. McCann for transportation from Cheyenne to the Red Cloud agency, was the Red Cloud agency removed ?—A. Yes, sir.

Q. At what distance was it removed from the old location ?—A. Some eighty miles.

Q. What provision was made for the transportation for that additional eighty miles ?—A. Sometime after the agency was removed there was a new contract entered into with McCann by which he was to carry freight from Cheyenne to the new agency.

Q. At what rates ?—A. At \$1.75 per hundred pounds per hundred miles for the whole distance.

Q. Was the second contract entered into with Mr. McCann presented to the board of which you were secretary, for its approval ?—A. Yes, sir.

Q. Did they approve or disapprove it ?—A. Disapproved it.

By Mr. BUTLER :

Q. Why did the board disapprove of it ?—A. They objected to the price.

By Commissioner SMITH :

Q. In case of conflict who is the ultimate authority ?—A. The Secretary of the Interior.

Q. Is it irregular or unusual for him to exercise that authority ?—A. No, sir.

Q. Did he do it in that case ?—A. Yes, sir.

Q. And approved of it ?—A. Yes, sir.

By Mr. ADAMS :

Q. Was the proposition of Mr. McCann first submitted or was the contract submitted ?—A. The contract was submitted.

Q. The board objected to complying with the terms of Mr. McCann's proposition, and notwithstanding the objections of the board, the contract was entered into and forwarded to Mr. McCann for his approval ?—A. Yes, sir.

Q. And the board adhered to the objections it first made to the proposition of Mr. McCann, submitted by the Commissioner of Indian Affairs ?—A. Yes, sir.

Q. And the board continued to object to the payment of the accounts of Mr. McCann on the same grounds ?—A. Yes, sir.

Q. Have you any knowledge of any of the circumstances connected with the substitution of corn for flour ?—A. Yes, sir.

Q. What were they ?—A. When I was at Cheyenne I had a conversation with Doctor Daniels.

Q. State who he was.—A. He was the agent at the Red Cloud agency, and in some way we spoke of the large quantity of flour we were getting, and suggestion was made as to whether it would not be a good idea to give them some corn. We both, from our own knowledge of affairs, concluded it would. I wrote to the Commissioner of Indian Affairs calling his attention to the large quantity of flour that was at each of these agencies, and asked the question whether it would not be a good idea to give them some corn instead of giving them so much flour.

Q. Did you get any reply to that in any way?—A. I do not know. I have no recollection of receiving any.

Q. In your report you spoke of the desire of the Indians for corn, and the high rates they paid for flour?—A. I remember that. I was told at the Milk River agency depot that the Indians were willing to exchange a sack of flour for a peck of corn, and that they did do it.

Q. What was flour worth there?—A. I think \$6 a hundred pounds at that time.

By the CHAIRMAN:

Q. What would a peck of corn be worth according to that price?—A. I do not know. It was that transaction that suggested to me the desirableness of giving them corn.

By the COMMISSIONER:

Q. So far as you know you was the first person to suggest to the Commissioner the idea of exchanging corn for flour?—A. I do not know whether I was or not. I suggested it without previous consultation with any one in regard to it.

By Mr. ADAMS:

Q. When did you make that suggestion?—A. The last of June, 1873.

By Mr. COMINGO:

Q. Had there been any exchange of that sort made prior to that time?—A. No, sir; I believe not.

By Mr. ADAMS:

Q. Did you make the suggestion for the change at more than one point? If so, what points did you suggest?—A. I do not remember. I presume that I referred to the Milk River agency, as that was the point I knew that they had been exchanging corn for flour, and I probably referred to the Red Cloud agency, as that was the point I conversed with Doctor Daniels about it.

Q. Did you immediately notify the board in regard to your suggestion, and was the board advised of this exchange of corn for flour?—A. I do not know whether I did or not. Mr. Brunot was with me shortly after that. I was sick at the time at Cheyenne, and he joined me there. I think it is probable that I talked the matter over with him.

By the COMMISSIONER:

Q. Is there any reason why corn should not be as desirable at other agencies as at Milk River and Red Cloud?—A. I do not know why it should not be.

By Mr. LOWE:

Q. Do you know the extent this exchange was made?—A. Yes, sir.

Mr. ADAMS. The correspondence shows that.

Mr. LOWE. Then I will ask one further question. At what rate was this exchange made? How many pounds of corn for how many pounds of flour?—A. It was made at different rates for each point.

Q. Have you any knowledge of what the rates of exchange were?—A. It is in the correspondence which you have here.

By the CHAIRMAN:

Q. Have you any knowledge of the price of corn in the vicinity of Sioux City?—A. No, sir.

Q. Have you ever investigated the subject of the cost of flour to know whether the corn was supplied at exorbitant prices?—A. Only at the Red Cloud agency.

Q. Do you remember what that price was?—A. The price at the Red Cloud agency was \$2.26 $\frac{1}{2}$ per hundred pounds.

Q. Do you remember what the freight was from Sioux City?—A. This was delivered at Cheyenne.

By the COMMISSIONER :

Q. What was the freight from Sioux City to Omaha?—A. I have not the remotest idea.

By the CHAIRMAN :

Q. Do I understand you to believe that after deducting the cost of freight the price would be excessive?—A. I do not know anything about the freight.

Q. What I want to know is this: whether, in your judgment, that corn was bought at a price which would be in excess of its fair market-value at the place at which it was produced. Have you any belief, or do you make any complaint in that regard?—A. I have no idea where it was bought, and I have no idea of the freight from there to Cheyenne.

Q. Do you believe the price was excessive where it was delivered?—A. I simply took the market-rate at Cheyenne. I do not know where the flour was bought.

By Mr. HARRIS :

Q. Do you know the market-price at Cheyenne?—A. Yes, sir.

Q. How do you know that?—A. I have been informed by parties living at Cheyenne, and I have been told by parties who offered to furnish it.

Q. Is that a market for corn?—A. I know that there is corn sold there.

Q. Is it raised there?—A. I presume it is raised in Colorado.

By the CHAIRMAN :

Q. Do you believe that the corn which was substituted for flour was substituted at a price beyond what was a reasonable rate?—A. I believe it could be purchased there at \$1.50. I have inquired into the market-price at Cheyenne.

Q. Have you bought or sold corn there?—A. No, sir.

Q. Have you been there since?—A. I was there about the first of July, but I did not inquire anything about corn.

By Mr. RAINEY :

Q. Can you inform us whether there was any dissatisfaction expressed by the Indians for substituting corn for flour?—A. I do not know whether there has been.

Q. Either one way or the other?—A. I have no knowledge either way.

By the ASSISTANT ATTORNEY-GENERAL :

Q. Do you call yourself an expert in flour?—A. No, sir; I do not.

By Mr. HARRIS :

Q. What experience have you had in judging of the quality of flour?—A. I would not pretend to judge of flour unless it was made up in bread.

By the CHAIRMAN :

Q. When you speak of the flour that was proposed to be furnished to the Montana agencies, I will ask you if the quality of flour proposed to

be furnished by the different bidders was not agreed by the board that acted in the matter unanimously, and agreed all to be a good quality of flour?—A. Yes, sir; there was no objection to the quality of the flour.

By the COMMISSIONER:

Q. Did that question come up at all?—A. It was understood that the flour was to be XX.

Q. You say it was understood?—A. The contract called for XX, and in Montana the flour is either XX or XXX.

Q. How do you know it was understood when it was not discussed?—A. The advertisements called for XX flour.

By Mr. ADAMS:

Q. Before the Commissioner proceeded to consider any bids for flour for this Montana agency, had not flour, which they had determined not to accept bids for, been determined upon?—A. Yes, sir.

Q. And was not the flour of Gorr, Lockey, Church, Story, and Baker such flour as was required, and had they not decided before considering the bids to reject certain bids on account of the quality of the flour, and were not the bids of these persons rejected on that account?—A. No, sir; they were not rejected on account of the quality of the flour.

Q. Were there not other bidders for flour whose bids they did not consider solely on this ground?—A. I do not think there was for those agencies, but there was for a great many of the agencies. In a great many the flour was thrown out entirely, but in regard to the Crow and Blackfeet it was not. The samples for the Crow and Blackfeet were, I think, sent to Washington, and—

Q. Then the question of the grade of flour came up in the cases of Gorr & Nolan?—A. I don't think it did, because their bids were too low.

Q. Was it the custom of the Commissioner to send better quality of flour to one agency than he would to another?—A. I do not think there was any difference.

Q. In reference to the flour which these bidders proposed to furnish for the Montana agencies, known as Milk River, Blackfeet, and Crow agencies, I want to ask you this question distinctly, whether or not the bids of any of those gentlemen who offered to furnish the flour at a lower rate than the contract entered into with Mr. Large were rejected on account of the quality of the flour, or for other reasons?—A. I do not think any were rejected on account of the quality of the flour unless it might be Milk River agency. There was a lower bidder there, and I presume that his flour was not very good at the price.

WASHINGTON, D. C., June 5, 1874.

DWIGHT J. McCANN recalled and further examined.

By Mr. BUTLER:

Question. Did you have a subcontractor, for the transporting of goods in the year 1873, by the name of Hecht?—Answer. Yes, sir.

Q. What was his first name?—A. Charles.

Q. From what points to what points did he transport?—A. My contract with Hecht was made before the removal of the old Red Cloud agency. It was made in June of 1873.

Q. State all about your contract with Hecht.—A. At the time I made this contract with Hecht the commission who had been treating with

the Indians for the removal of the agency were at Cheyenne. They were coming from the agency and I was going to the agency. I was informed that they had negotiated for a removal, which would probably be made during the next month or two. I paid him so much to the old agency, as then located, and provided for so much per mile or every ten miles for the increased distance, should the agency be relocated.

Q. State what those prices were.—A. The contract shows that.

Q. For what distance have you settled and paid him for?—A. The distance has never been definitely settled. I have settled and paid him for about 90 miles from the old agency. It has been estimated all the way, as I understand, by different persons, from 80 to 105 miles. Dr. Daniels's report to the Department, as I understand it, states the distance, as estimated, 80 miles north of the old agency. I understand that 80 miles of Dr. Daniels's to be the road by which he traveled himself, as agent at the time, to the new agency. Then the freighters found that they could not travel that road, but took a lower road by going down the Platte River some 16 miles from the old agency, before they left the river to get through the divide or to ascend the ridge.

Q. You have paid him for 90 miles?—A. I have paid him for 90 miles; but as this distance has never been settled yet, when that distance is settled a final settlement will have to be made with Mr. Hecht. I instructed my agent at Cheyenne to pay him what would be about 90 miles from the old agency to the new.

Q. The matter as to the distance beyond 90 miles is an unsettled affair, which you and he are to settle when the Government arrange it?—A. Exactly; from the old agency to the new. The distance from Cheyenne to the old agency does not enter into our contract at all. It is fixed at a certain sum for 100 pounds, without regard to distance. We knew where the old agency was, but we did not know where the new agency was to be located, consequently we could not fix the distance in the contract. That matter has never been determined yet, and I suppose will not be until it is measured.

Q. What proportion of the goods did Hecht transport, of your contract?—A. He contracted to transport one-fourth. He transported 172,000 pounds, less than one-fourth of the contract; that is, one-fourth of his contract with me. That is, he failed to fulfill his contract, taking a fourth, by 172,000 pounds, the amount which he should have transported. He abandoned his contract during the Indian troubles and did not transport anything.

Q. You say he abandoned it during the troubles?—A. Yes, sir.

Q. What proportion did he carry in the summer months, and what proportion in the winter months?—A. Without going over his bills of lading, I could not answer that question.

Q. State from your memory and best recollection?—A. Of the whole amount which has been carried about 13 per cent. has been carried during the summer months and about 87 per cent. of the whole amount has been carried during the winter months.

By the CHAIRMAN:

Q. Do you carry more in the winter than in the summer?—A. The contract is dated the 18th of October.

By Mr. BUTLER:

Q. In order that we may understand it better, about what proportion of your contract for that year did you carry in the summer months and about what proportion in the winter months?—A. I have just stated

the proportion; 13 per cent. during the summer months, and about 87 per cent. of the whole amount during the winter months.

Q. Do you know anything about the price of corn in Cheyenne in the months of August and September last?—A. I do.

Q. Please state what it was worth?—A. I paid \$1.85 to \$1.95 for corn during those months of August and September at Cheyenne.

Q. Did that include or exclude the sacks?—A. That was for the provider for our riding stock. We carry a certain amount along and furnish our own sacks.

By the CHAIRMAN:

Q. Then you mean without sacks?—A. We used sacks, but I furnished them myself.

By Mr. BUTLER:

Q. You paid that for a hundred pounds without sacks?—A. Yes, sir.

Q. Which was worth the most at Cheyenne, oats or corn, in September and August?—A. Corn. Oats in our country are generally worth a good deal less than corn.

By Mr. LAWSON:

Q. Was that corn-meal or corn?—A. Shelled corn.

By Mr. BUTLER:

Q. Do you know anything about this exchange of 400,000 pounds of flour for 600,000 pounds of corn at Cheyenne?—A. Yes, sir; it came under my knowledge at the time it was made.

Q. How would that flour and corn compare as to value, to include the freight from Omaha to Cheyenne, and at about what price?—A. Did the contractor furnish his own gunnies?

Q. I do not know that, sir.

Mr. HARRIS. He did.

The WITNESS. Corn delivered in the cars would be worth \$1.10 to \$1.12 $\frac{1}{2}$ —say \$1.10—at Omaha. A dollar freight would be \$2.10, and whatever the sack would cost. I do not know what the price of gunnage was just at that time. Gunnies are now worth about 23 to 30 cents in Chicago. In explanation at this point I will say this: that although I never furnished the Indian Department with any corn, yet when we furnished the Quartermaster's Department with that article we first bought the gunny and then reseeded it. The gunny, as it comes in the bale from Calcutta, will not hold corn. We re-sew the gunny, and that is an additional expense. For instance, the sewing alone is one cent, or a dollar a hundred, and then a man furnishes his own needles and twine. It would be worth all the way, at present prices, from fifteen to seventeen and one-half cents for the gunnies.

By the CHAIRMAN:

Q. That is in addition to the other value?—A. Yes, sir. If we are shipping corn east, we ship it in the cars in bulk; but if we are shipping to the Quartermaster's Department—and I suppose for the Indian Department—we put it in gunnies.

Q. Does that make them what you call double gunny?—A. The single gunny is not used by the Government at present. All the gunnies used by the Government in our country are the double gunnies. You will find the single gunny quoted in Chicago now at perhaps about fifteen, sixteen, or seventeen cents.

Q. It is not the seams which you sew, but is an interlacing, is it not?—A. No, sir; it is the sewing of the seams. The gunny from

Calcutta is simply lapped over, and is sewed with the thread of the material itself, which of course, being filled, would separate at once. We take it and re-sew those two seams. When the corn is filled in you then sew up the top instead of tying it. The single gunny is not used, and has not been used for many years. Single gunnies are used generally for rough articles, such as potatoes, and the double gunnies for corn, or other small grain.

By Mr. ADAMS :

Q. Did you know the price of corn in Cheyenne during the months of October and November, 1873?—A. I left there the last of September, and personally was not back until the 18th or 20th of January.

Q. I do not care anything about that. Do you know anything about the price of corn during those months?—A. From my own knowledge I do not. I would have to refer to my bills for supplies, but I believe until that time there would have been no change. After the new crop came in there would necessarily be a change.

Q. I understood you to say, in your testimony heretofore, that, in addition to the price which you had agreed to give to those whom you had employed to carry forward supplies, you had been compelled to guarantee them against any loss which they might sustain?—A. Yes, sir; by loss of stock.

Q. And that you had paid losses to a very considerable extent on that account?—A. Yes, sir.

Q. Did you have to make such arrangements with all your contractors?—A. Mr. Nagle, my agent, wrote me that they would not haul unless they were guaranteed against loss.

Q. None of them would?—A. Well, he said freighters. I suppose he meant all. He said the freighters would not. He wished me to send him a written agreement to protect them. I did so.

Q. You do not know what agreement he made with the contractors?—A. I do not know what specific agreements he made, or to what extent he made agreements, but he made them with several. With how many I could not say from my own personal knowledge.

Q. To whom did you ever pay any damage resulting from loss of stock?—A. I paid Jobson for some stock lost by him, and there is a claim from a man by the name of Gray for some stock, which claim has not been settled. I have not as yet received the papers in the case.

Q. How much did you pay Jobson?—A. Mr. Compton paid him. I do not know the amount paid by him. He was traveling with Mr. Compton, I think, at the time. I treated through Mr. Compton, who was my wagon-master. I could not give you the amount which has been paid him.

Q. Did you ever pay Mr. Perkins, in your employ, for the stock that he lost?—A. I do not think any claim has ever been put in by Perkins. If so, I have not seen it.

Q. Did you ever pay Mr. Hecht anything?—A. No, sir; I think not. Hecht did not go. He did not lose anything. I do not suppose that he lost anything, for he did not work during the troubles.

Q. I understand you to say that one claim for stock has been paid by Mr. Compton, but how much you do not know?—A. Yes, sir.

Q. And you understand that there is a claim set up by somebody else?—A. Yes, sir; by one or two parties.

Q. You do not know the nature of the contract that was entered into?—A. Well, I sent a written agreement to Mr. Nagle, authorizing him to guarantee. The nature of the contract, or the form of the guarantee

which he gave, of course I do not know. I have never seen it. I do not know to how many persons he gave such.

Q. Do I understand you to say that Mr. Hecht was bound to take one-fourth of all your freight, and that his failure to do so was a violation of the contract?—A. You do, most certainly; I think he understood it so himself. My contract is out there. I have not any copy of it here; it was left with my agent at Cheyenne, but he has been reporting to me ever since the 1st of February that Mr. Hecht was short. He, of course, understands it so, and Mr. Hecht understands it so. I do not know what the wording of the contract is, but I supposed it was a mutual thing. I was to give him a fourth and he was to carry a fourth.

Q. At what rate did you pay Mr. Perkins?—A. I paid him two dollars.

Q. For the whole distance?—A. Yes, sir.

Q. Two dollars for the whole distance?—A. Yes, sir.

Q. Are you positive as to the amount you paid him?—A. I am positive as to the rate, but not as to the amount of money.

Q. I am talking about the rate?—A. I am positive about the rate.

Q. What did the Government pay you the whole distance?—A. It has not yet been determined, because the distance has not been determined.

Q. Have you been paid on account?—A. Yes, sir.

Q. What have you been paid on the accounts which have been settled with you?—A. The accounts that were settled with me were paid at the rate of \$1.75 per hundred pounds per hundred miles, and a distance of two hundred and twelve miles; but on the 3d of December, I think, I entered into an agreement with the Secretary of the Interior—as we could not determine the distance—that I would leave in his hands a sufficient amount to protect the Government, and when this distance should be ascertained a final settlement could be made, which has not yet transpired. I will state here that I have between \$14,000 and \$15,000 in the hands of the Government for that purpose, the use of which I am now deprived of. The Secretary of the Interior has that agreement in writing from me now.

By Mr. LOWE:

Q. This money is in the hands of the Government on account of the dispute as to the distance between the old and the new agency?—A. Until the distance shall be finally determined. The contract provided that the distance was two hundred and twelve miles. That distance was fixed by the Government and not by me. I claim two hundred and twenty miles, and was paid for two hundred and twenty miles by Commissioner Walker, in 1871, to the Old Whetstone—just about the same location as the present Red Cloud. The distance was fixed by the Government at two hundred and twelve miles, being eight miles less than I claimed. When I presented my accounts for payment, different persons stated that it was less than that; some thought it was more; and to determine the matter, the Secretary of the Interior proposed to suspend my accounts. I told him that I could not afford to do it; that if I was going on to supply the agency during the winter months, I must have my money to do it with. I then provided that if he would pay those accounts, that before the close of the year, which would be the 30th of June—this present month—I would leave a sufficient amount in his hands to protect the Government, and did so.

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By Mr. ADAMS :

Q. You say the Secretary of the Interior proposed to suspend your accounts?—A. No; I beg your pardon. The peace commission suggested it to the Secretary of the Interior. Whether the Secretary proposed to do it or not I do not know.

Q. Do you not know, in point of fact, that the Secretary overruled in every instance the objections made by the board of commissioners?—A. After I gave him this agreement of course he did.

Q. Did not your contract stipulate distinctly and emphatically, that you were to be paid for 212 miles?—A. It did, certainly, and was put in the contract at the instance of the Government, and not by me.

By Mr. HARRIS :

Q. You say that the peace commissioners, in the face of that contract, proposed to repudiate your accounts?—A. I would like to state what led to that.

Mr. HARRIS. No; I do not care anything about that.—A. Well, they did so.

Q. Then you were obliged, or did offer, to leave enough to indemnify the Government if the distance proved to be less?—A. Yes, sir.

Q. Were you consulted at the time the exchange of corn for flour, referred to heretofore, was made?—A. I was consulted informally.

Q. Did you yourself make a calculation to assist the parties to come to that agreement, or did you simply make a calculation?—A. I made a calculation. I had nothing to do with the contract.

Q. Was that contract based upon a knowledge of the price of corn and flour at Cheyenne?—A. It was.

Q. The corn was to be delivered at Cheyenne?—A. Yes; but the flour, by your contract, was to have been delivered at Omaha.

Q. You had the means of determining the values of both at Cheyenne?—A. Yes, sir.

Q. State, in your own way, how you figured that out.—A. The cost of the flour at Omaha was \$2.40 per hundred. The cost of the same, delivered at Cheyenne, \$3.40 per hundred. Total, \$13,600 for 4,000 sacks. You received for that 600,000 pounds of corn in the gunny at Cheyenne, which would be \$2.26 $\frac{2}{3}$ per 100 pounds.

Q. Please state, now, the price of corn as you figured it, and the items.—A. I figured corn at \$1.10 per hundred at Omaha; freight \$1; gunny, reserved, 17 $\frac{1}{2}$ cents. It might vary from that a half a cent, but not more. That would be \$2.27 $\frac{1}{2}$.

Q. You have now completed your calculation. Did you, at the time, know the price of corn in gunny sold in the open market at Cheyenne; and if so, what was it?—A. I did not, for I do not think any sold there in that shape. So far as my experience goes, corn in the market at Cheyenne is sold at so much per hundred without the gunny.

Q. In the open market, what was the value of corn per hundred pounds, at Cheyenne, without the gunny?—A. I paid \$1.85 to \$1.95 for small quantities, from trip to trip, for our supplies.

Q. You say small quantities. In what quantities did you buy it?—A. We would buy, perhaps, from a thousand to three thousand pounds.

Q. Do you know whether it could have been bought in larger quantities for very much less; and if so, for how much less?—A. It could not have been bought at Cheyenne at all in large quantities, for there is no demand for corn at Cheyenne. The Government furnishes her own at Omaha, and ships over the Union Pacific.

Q. It has been said here that in the open market at Cheyenne, corn

could have been bought for very much less rates. Do you know that?—
 A. It could not have been bought at all in large quantities. There were only two or three places that kept it.

By Mr. ADAMS:

Q. Do you mean to say that the grain-dealers at Cheyenne would not have contracted to furnish any quantity of corn?—A. O, no; I do not mean to say that at all.

Q. What do you mean by saying that it could not have been bought at Cheyenne?—A. There was no supply on hand at that time at Cheyenne.

Q. You mean to say that the corn was not at Cheyenne; but whether the grain-dealers in the business would not have agreed to furnish any quantity of corn at Cheyenne you do not pretend to say?—A. O, no, sir.

Mr. ADAMS. The proposition I make is, that there were grain dealers there who would have been glad to have furnished that amount, and a larger amount, of corn at a far lower price.

By Mr. HARRIS:

Q. Do you know of any dealers in Cheyenne who would or could have furnished corn at Cheyenne at a less rate than that?—A. Not of stock then on hand. What they might have done if a contract had been let, and they had gone abroad and supplied themselves with corn, I cannot say. It could not have been done at that time.

By Mr. ADAMS:

Q. At what time do you speak of?—A. From the 24th of June, when I arrived there, until October.

Q. When did you transport this corn?—A. I could not tell you. The corn was put into the Government warehouse, and then it was only shipped upon the requisition of the agent. He might ship, in every train-load, so many pounds of corn, flour, bacon, groceries, &c. I do not think we ever took a train-load through exclusively of corn or flour; that is, I do not recollect of any. It was shipped during the months of August, September, October, and November, I think, and not at any one time.

By Mr. HARRIS:

Q. Can you judge, from your knowledge of the cost of these articles, how much greater profit there would be in furnishing the 600,000 lbs. of corn than the 400,000 lbs. of flour?—A. That would depend upon the price of wheat. Wheat went down during the panic to 55 and 60 cents. I think I would rather have furnished the flour if they had let me furnish it at that time. In regard to my making a calculation upon this matter I would say that there was either a paper or a written proposal made to furnish a pound and a half of corn at Cheyenne for a pound of flour at Omaha. I simply said to the person, and I think it was the acting Commissioner of Indian Affairs, or the chief clerk, that I would recommend the trade; that I thought it for the interest of the Indians, that it was better. They were complaining somewhat of wasting flour.

By Mr. HARRIS:

Q. I do not care about that. State whether, in your judgment, the contractor could make more in furnishing the corn at that time than he would have made carrying out the contract for flour.

Mr. ADAMS. I do not think the opinion of the witness is of any benefit, whether the contractor could have made more one way or the other.

If he is able to testify to anything he knows, that is well enough; but I do not want his mere opinion.

The WITNESS. I have furnished both articles in very large quantities to the Quartermaster's Department, but I do not think there is any advantage one way or the other. I think I would as soon have furnished the flour at Omaha at that price, at that time, as to have furnished the corn. I think it was intended to be just an even trade.

By Mr. LOWE:

Q. Do you know that it was an even trade?—A. Well, I do not know anything further than I have said.

By Mr. ADAMS:

Q. You say when the negotiations were going on you were present, and you suggested that it would be a good arrangement for the Government?—A. I wish to be understood as saying that incidentally I was in the office of the Commissioner of Indian Affairs, or the acting Commissioner, I forget which, and a proposition in writing to furnish 600,000 pounds of corn at Cheyenne in lieu of 400,000 pounds of flour at Omaha, was before the officer, and he asked my opinion. I figured a few moments. I do not know exactly what figures I made then, or exactly what existing prices were, but I approximated the cost of each, and the cost of putting down the corn at Cheyenne. I said that I would recommend, from my knowledge of the Indians and their wants, that the trade should be made, for the reason that there would be no waste in the corn, and that it would go much further with the Indians than that amount of flour. They would make hominy of the corn and there would be no waste on it.

Q. When you were making that calculation or figuring did it enter into your mind that the substitution of the corn would increase your contract over \$5,000?—A. No, sir; I do not see how it would.

Q. Did it not give you 200,000 pounds more to transport from Cheyenne than you otherwise would have had?—A. If I had been permitted to have carried it in the summer season it would have been an advantage, but the question was, inasmuch as I have been compelled to carry since that time during the winter—

Q. Well, but you did not know what was going to happen at that time; did you not know at the time that it would give you 200,000 pounds more to transport?—A. I did.

Q. That was in July, was it not?—A. No, sir; that was not in July.

Q. Not when you were in the office?—A. I think not.

Q. When was it?—A. I think it was later than July, but it might not have been; I forget the date now.

By Mr. HARRIS:

Q. Commissioner Smith says that he was absent from the country from the 15th of July to the 15th of September.

The WITNESS. It might have been July, but I think it was August; that is my present impression.

By the CHAIRMAN:

Q. Do I understand you to say that having that increased amount of freight by the two hundred thousand pounds of corn would necessitate your drawing it in the winter, which would cost you more than it would to draw it in the summer?—A. No, sir; if the freight had been delivered to me at the time or during the summer months, I should have considered it an advantage, but I should not consider it an advantage to

have my amount of freight increased for the winter months. We consider it a great disadvantage, and wish to be relieved of freight at that time.

By Mr. ADAMS:

Q. Was this corn furnished to you in the summer or winter months?—A. I could not answer that question as to when it was furnished to me for transportation. It was furnished from time to time, some in the fall and some during the winter, but without referring to the bills of lading in the Auditor's Office I could not say. Those bills show fully.

Q. I am not talking about the time when you hauled it, but about the time when it was furnished to you to be hauled?—A. I explained in a former answer that although it was delivered at Cheyenne and in the Government warehouse, it was furnished only from month to month, upon the requisition of the agent as he needed supplies. He had located a new agency and had not sufficient storage for a large amount of supplies, and he sent forward his requisitions upon the shipping agent at Cheyenne, and as fast as he delivered to us we hauled the goods.

Q. Is it not a fact that all that corn was taken by you before the winter months set in?—A. O, no, I have noticed corn on the bills of lading all winter. I think there was corn on the last bill of lading that came in.

Q. Where are those bills of lading?—A. I suppose they are in the Second Auditor's Office. I surrendered them to the Auditor when my accounts were adjusted. I suppose they are either in the Second Comptroller's or the Second Auditor's Office; I do not know which. They would show just when the corn was hauled. I think there was corn on every bill of lading; but I am not positive in regard to that.

Q. Corn could have been furnished at Cheyenne at the time that it was needed for the agency and at the time that the advertisement required the supplies to be furnished at much lower rates than it could have been furnished in August or September; could it not?—A. I do not know as to that. I had no contract for corn.

Q. Do you not know that when a new corn crop comes in, corn is always lower than it is in the months of July and August, before the new crop comes in?—A. I had so stated, but I would remind you that if you were to do that you would have to take your chances on the market. That would depend on the crop of corn, as a matter of course. Last year, had you not let your contract in the summer, you would have had corn after the panic cheaper than you would prior to that time, but since that time again it has very largely advanced.

Q. Is it not a fact, of which you and everybody else must be aware, that, as a general rule, in the months of August and September, before the new crop of corn comes in, corn is always higher than it is in the subsequent months, when the new crop does come in?—A. Yes, sir.

Q. Is not that a general rule that is applicable to every season, almost?—A. Yes, sir.

By Mr. BUTLER:

Q. Would not that depend on the prospect of the new crop?—A. It would depend very largely on that prospect. The new crop of corn of course could not have been marketed, and shelled and delivered in the market at that time by any means in our country.

M. K. ARMSTRONG sworn and examined.

By the CHAIRMAN :

Question. What is your name, age, residence, and occupation?—
—Answer. My name is M. K. Armstrong; residence, Yankton, Dakota. I am forty years of age, and by occupation a civil engineer.

Q. This committee is charged with the duty of examining into alleged frauds on the part of officers in the administration of Indian affairs, in the fiscal years of 1873 and 1874. Do you know anything tending to prove fraud, irregularities or unfairness; and if so, state what you know?—
—A. I do not know anything positive, of my own knowledge.

By Mr. ADAMS :

Q. Are you well acquainted in Sioux City?—A. Yes, sir.

Q. Were you familiar with the market-prices of corn in Sioux City during the months of August, September, October, November, and December, 1873?—A. Yes, sir; I knew what the usual market-price was, as being sold from farmers' wagons.

By Mr. LOWE :

Q. At what place?—A. Sioux City.

By Mr. ADAMS :

Q. State what was the market-price of corn for the months named, if you know.—A. It ranged from 60 to 70 cents, until the latter part of September, and through October it ranged about 60. In the latter part of September, 55 cents. In November, it was down to 55 or 45 cents.

Mr. HARRIS. I object to any testimony as to the price of corn later than the date of the contract.

The CHAIRMAN. I think the question should be confined as to the time of the contract.

Mr. ADAMS :

Q. What was the price of corn in the latter part of July, or during the month of July?—A. It ranged in the latter part of July from 50 to 70 cents per bushel of 56 pounds.

By the CHAIRMAN :

Q. Is that corn coming in from the country, as the farmers would sell it from their wagons?—A. Yes, sir; that is the only way I have of judging of the price; I do not know what the price would be by wholesale or sacked in large quantities for the market. I referred to the price as bought from farmers' wagons.

Q. Would it be your judgment, if any purchaser should go to Sioux City and wish to buy a large quantity he would have to buy it from the middle-men; and would it be your judgment that he would have to pay more for it?—A. Well, those large contractors generally bought their corn not at Sioux City.

Q. I am speaking of the market at Sioux City.—A. They would run down into Central Iowa and Missouri and bring it up. They would get it there at much lower prices.

Q. I am now wishing to confine you to the market at Sioux City. If a person should wish to go and buy an ordinary quantity—not a load merely—from the merchants, would he have to pay a reasonable profit over and above what was paid to the farmer?—A. Yes, sir; a reasonable profit for storage, &c.

By Mr. HARRIS :

Q. Is this shelled corn ?—A. Most of it as brought in by the farmers is in the ear—72 pounds.

Q. An equivalent to 56 pounds ?—A. Yes, sir.

Q. Then you have to add the cost of shelling ?—A. A good many of them there think that 70 pounds of unshelled corn makes a bushel of 56 pounds shelled.

By Mr. LAWSON :

Q. What is the expense of shelling a bushel of corn ?—A. Usually not much. They usually pay as much for 72 pounds of corn in the ear as for 56 pounds shelled.

By the CHAIRMAN :

Q. This corn was without sacks, as I understand ?—A. Yes, sir.

By Mr. ADAMS :

Q. Are there not grain-dealers there who had an extensive business in grain ?—A. Yes, sir ; two very large ones.

Q. Do you know what was the current prices of corn as sold by these grain-dealers, wherever the corn came from ?—A. No, I do not ; for they always sold in large quantities. There were two contractors. Their prices were not generally known.

Q. In selling large quantities, do you know whether or not they sold at higher or lower rates than those you have indicated ?—A. I cannot tell what they sold to the contractors for, but it was generally understood all through that country that they got an increased price over what they paid to the farmers.

By Mr. HARRIS :

Q. Is it not true that when they buy a bag of corn in this way from the farmer, they get it considerably under the wholesale price ? Do not the farmers have to sell rather at or under price ? Is not that understood ? Have you not taken the extreme low point—the point at which the great grain-dealer gathers up his corn from the farmer, and given us that figure rather than any other price ?—A. Yes, sir.

Q. So that, in point of fact, you have not given us the market-price of corn which the dealers held ?—A. That is the market-price they were paying. They brought it in for sale. That was the market on the street.

Q. But you do not know anything about the market-price at which those dealers sold their grain ?—A. No ; I do not.

Q. Which would you judge to be the proper price to quote in the market—the price at which the dealer sold, or at which he happened to buy a bag of corn ?—A. The prices quoted in all the papers were the prices paid on the streets to the farmers. Sioux City, as I say, only has two large dealers who buy or sell at wholesale in large quantities. In all the other towns along the railroad, for sixty miles each way, there are no dealers that buy and sell in large quantities, so that the market-price is that which was paid to those who produced the corn, and brought the corn in. That is what we understand as the market-price.

By Mr. LAWSON :

Q. You are speaking now of the price paid to the farmers ?—A. Yes, sir.

By Mr. HARRIS :

Q. You are aware that that is not the price which a contractor would

be governed by in making a contract for the supply of large quantities?
—A. No.

By the CHAIRMAN :

Q. Who are those large dealers?—A. H. D. Booge & Co. and D. T. Hedges.

By Mr. LOWE :

Q. Have you been engaged in dealing in corn at all?—A. Not extensively.

Q. Is there any considerable amount of corn produced and brought into the market of Sioux City from the surrounding country?—A. Not a great deal.

Q. How is the trading market there in general supplied with corn? Where does it come from?—A. Those large dealers generally get the most of their corn in Central and Southern Iowa, and a good deal of it from Missouri. I have known large quantities of corn bought there at 15 or 25 cents a bushel.

Q. At the time you speak of, in the latter part of July, was there any considerable amount of shelled corn in the market at Sioux City?—A. I could not say as to that.

Q. Do you know the expense of double-sacking shelled corn, a hundred pounds to a sack?—A. No, sir, I do not.

Q. Do you know the market price of corn in sacks—double-sacked—per hundred pounds, in Sioux City, in the latter part of July?—A. I could not say positively, but surveyors who go upon the plains there generally buy their corn sacked. I think they were paying 75 cents and 80 cents.

Q. Were those double or single sacks?—A. Double sacks.

Q. Do you mean 75 cents per bushel or per hundred pounds?—A. Per bushel. I would not swear positively as to that. I think that was the price.

Q. I say, was that in single or double sacks?—A. Generally double sacks.

By the CHAIRMAN :

Q. There is a double and single size. Perhaps you do not understand the meaning of double sacks. Do you mean two-bushel or one-bushel sacks?—A. That which is generally used by the Government is put up in one-hundred pound sacks, I think, but the surveyors bought by the bushel.

By Mr. HARRIS :

Q. And only a bushel in a sack?—A. Yes, sir.

By Mr. LOWE :

Q. You say you are not sure as to those prices. From what do you derive your information, or your supposed information, in respect to that price of corn in sacks?—A. Letters from Department surveyors who were buying at the time, and from being present when they were buying. They would buy at the small markets. When I come to think of those sacks the second time, I think a hundred-pound sack is called two bushels. They are put up mostly in one-hundred-pound sacks.

By Mr. LAWSON :

Q. You say that these sacks hold two bushels, but the two bushels are only a hundred pounds?—A. Well, I could not say positively. That is

the general term. When you come to buy them, however, you put them right on the scales.

By Mr. HARRIS :

Q. You always buy by the pound?—A. Yes, sir.

By Mr. ADAMS :

Q. No matter what the character of the sack that it is sent in, whether it is called a one-hundred-pound sack or a two-bushel sack, you always get the full quantity of two bushels when you make your trade?—A. No. We always buy by the pound, and for that reason it makes very little difference whether the sack is two bushels or a hundred pounds, or what it is. It goes on to the scales at once, and we only pay for the number of pounds we receive.

The committee here adjourned.

APPENDIX.

1. First contract with D. J. McCann.
2. Letter of D. J. McCann.
3. Letter of Acting Commissioner Indian Affairs.
4. Letter of Nathan Bishop.
5. Second contract with D. J. McCann.
6. Letter of Nathan Bishop.
7. Letter of Commissioner of Indian Affairs.
8. Letter of Nathan Bishop.
9. Report of Commissioner of Indian Affairs.
10. Letter of Nathan Bishop with affidavits.
11. Letter of Commissioner of Indian Affairs.
12. Contract of D. J. McCann with C. Hecht.
13. Contract with P. H. Kelley.
14. Contract with G. M. Dodge.

Contract of D. J. McCann.

Article of agreement made and entered into this day of , A. D. eighteen hundred and seventy-three, by and between Edward P. Smith, Commissioner of Indian Affairs, for and on behalf of the United States, of the first part, and D. J. McCann, of Nebraska City, of the second part—

Witnesseth, that the said party of second part agrees to transport in good, well-covered wagons, from Cheyenne, Wyoming Territory, to the Red Cloud agency, all the goods and supplies of the Indian Department that may be purchased for the fiscal year ending June, 1874.

In consideration of the faithful performance of this agreement on the part of the party of the second part, the said party of the first part agrees to pay or cause to be paid to the said party of the second part, his heirs, executors, or administrators, for all services rendered under this contract the sum of one dollar and twenty cents (\$1.20) per one hundred pounds per one hundred miles, on the presentation at the office of the Commissioner of Indian Affairs in Washington, D. C., of the receipted bills of lading signed by the Indian agent stationed at the Red Cloud agency.

It is further agreed that in case any one or more of the trains of the said D. J. McCann are stopped or delayed at any place for any time exceeding two days, by the order of a military officer having proper authority, or of an agent of the Indian Bureau, the contractor shall be paid, upon a statement in writing procured from the officer or agent causing the delay, setting forth the reason or cause for issuing such orders, the sum of \$2.51 per diem for each and every yoke of cattle or span of mules in the train, for each and every day they may be delayed.

It is further agreed that in case the officer or agent aforesaid, of the Government, shall refuse to furnish the statement in writing above referred to, then the delay shall be paid for as above, on the affidavit or other satisfactory evidence of credible and competent witnesses. It is, however, further agreed, that before the United States shall be bound by this contract, a bond in the sum of one hundred thousand dollars (\$100,000) shall be executed by the said party of the second part, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

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In witness whereof the parties hereto have hereunto set their hands and seals the day and year above written.

EDWARD P. SMITH,
Commissioner of Indian Affairs.
D. J. McCANN. [SEAL.]

Signed in presence of—
H. R. CLUM, as to E. P. Smith.
E. F. WARNER, as to D. J. McCann.

Bond.

Know all men by these presents, that we, D. J. McCann, of Nebraska City, Nebraska as principal, and Wesley Conner and F. H. Adams, of the same place, as sureties, are held and firmly bound unto the United States of America, in the sum of one hundred thousand dollars, (\$100,000,) lawful money of the said United States, for which payment, well and truly to be made, we hereby bind ourselves, and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the above bounden D. J. McCann, his heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a certain contract of even date herewith, between the United States, by Edward P. Smith, Commissioner of Indian Affairs, and the said D. J. McCann, then and in that case this obligation shall be null and void; otherwise to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this 28th day of May, A. D. 1873.

D. J. McCANN. [L. S.]
WESLEY CONNER. [L. S.]
F. H. ADAMS. [L. S.]

In presence of—
E. F. WARNER.

STATE OF NEBRASKA,
County of Otoe, ss :

D. J. McCann, Wesley Conner, and F. H. Adams, being duly sworn, say that they are worth the sum of one hundred thousand dollars over and above all just debts and liabilities by them owing, and exclusive of property exempt by law from levy and sale on execution.

D. J. McCANN.
WESLEY CONNER.
F. H. ADAMS.

Severally subscribed and sworn to before me this 28th day of May, 1873.

E. F. WARNER,
Notary Public.

STATE OF NEBRASKA,
County of Otoe, ss :

I, Thomas H. Hopkins, clerk of the county court of said county, the same being a court of record, do hereby certify that E. F. Warner, whose name is subscribed to the foregoing instrument in writing, was at the time a notary public, in and for said county of Otoe, duly commissioned, sworn, and acting as such, and authorized to take the same; that I am well acquainted with his handwriting, and I verily believe that the signature to the same is genuine. I further certify that his commission, dated the 17th day of April, 1869, will expire the 17th day of April, 1875, and that his commission is on record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at office, in Nebraska City, in said county, this 28th day of May, A. D. 1873.

[SEAL.]

THOS. H. HOPKINS.

WASHINGTON, D. C., *October 13, 1873.*

DEAR SIR: I have the honor to state that on May 28, 1873, I entered into a contract with the Hon. Commissioner of Indian Affairs for the transportation of Indian annuity goods and supplies from Cheyenne to the Red Cloud Indian agency, a distance of 132 miles, at \$1.20 per 100 pounds per 100 miles; said contract extending from July 1, 1873, to July 1 1874. On the 27th day of July, 1873, the Red Cloud agency was removed from the location on the Platte River to a point 80 miles further north on the White River. The route from the old agency to the new lies over a barren divide, dry and sandy. The distance actually traveled is over 100 miles, trains having to vary from a direct line to avoid heavy sand and

obtain water for the animals. The road is heavy and trains carrying 7,000 pounds to the old agency, carry but 5,500 pounds to 6,000 pounds to the new. Subcontractors demand 25 per cent. advance for transportation the increased distance. During the years 1871 and 1872, the department paid me \$1.75 per 100 pounds per 100 miles over this route when carrying supplies to the Whetstone Indian agency.

I therefore respectfully request that I be allowed the same rate per 100 pounds per 100 miles under my existing contract, for the reasons set forth.

Very respectfully, your obedient servant,

D. J. McCANN.

Hon. H. R. CLUM,
Acting Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., October 15, 1873.

SIR: I have the honor to inclose herewith a communication from D. J. McCann, esq., freight-contractor, dated the 13th instant, requesting, for reasons stated, that his contract be so modified as to allow him \$1.75 instead of \$1.20 per 100 pounds per 100 miles.

The facts in the case, briefly stated, are as follows: On the 28th of May last, this office entered into a contract with Mr. McCann by which he agreed to transport from Cheyenne, Wyoming Territory, to the Red Cloud agency, all the goods and supplies of the Indian Department, &c., at the rate of \$1.20 per 100 pounds per 100 miles. At the time this contract was made, the agency was located on the north bank of the North Platte River, about 30 miles below Fort Laramie, and 132 miles (the established distance) from Cheyenne.

In the latter part of July last, the agency was removed to a point, stated by late Agent Daniels to be about 80 miles from the old agency. It is in fact near the old Whetstone agency, and about the same distance from Cheyenne.

In settling accounts for transportation to the old Whetstone agency, the distance from Cheyenne was fixed at 220 miles, 8 miles further than the distance from the old to the present Red Cloud agency, as estimated by Mr. Daniels, added to the established distance, 132 miles, from Cheyenne to the last-named place. The price paid for transportation to the Whetstone agency last year was \$1.75 per 100 pounds per 100 miles.

Mr. McCann states that the route from the old agency to the new one lies over a barren divide, dry, and sandy, that the distance actually traveled is over 100 miles, as the teams have to vary from a direct line to avoid heavy sand and to obtain water for animals, and that the road is so heavy that teams hauling 7,000 pounds to the old agency can haul only from 5,500 to 6,000 pounds to the new one. For these reasons he asks that he be allowed at the rate of \$1.75 per 100 pounds per 100 miles, fixing the distance at 212 miles.

I am satisfied, after carefully considering the matter, that Mr. McCann by reason of the removal of the agency, and the consequent additional expense to himself, is justly entitled to an increase in the price stipulated in his contract for transportation to the old agency, and I am also of the opinion that, under all the circumstances in the case, his request is entitled to favorable consideration.

With the recommendation that the views of the executive committee of the Board of Indian Commissioners be obtained in the premises, the matter is respectfully submitted for the consideration and decision of the Department.

Very respectfully, your obedient servant,

H. R. CLUM,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

BOARD OF INDIAN COMMISSIONERS;
Washington, D. C., October 18, 1873.

SIR: I have the honor respectfully to return herewith communications of the Acting Commissioner of Indian Affairs and D. J. McCann, transmitted to the executive committee of the Board of Indian Commissioners under date of October 15.

In regard to which, I would respectfully say that the contract made with Mr. McCann, 28th of May, binds him to carry the freight to Red Cloud agency at \$1.20 per hundred pounds per hundred miles; but if the road to the new agency is as represented, he would be entitled to a higher rate from the old location to the new one, and we would respectfully recommend that a new contract be made for the carrying of the freight from the old agency to the new, and that in the interim Mr. McCann be allowed for carrying the freight the amount of present contract with the addition (if any) subsequently of an amount sufficient to pay him at the same rate as that at which the new contract may be amended.

Very respectfully, yours, &c.,

NATHAN BISHOP,
Acting Chairman Executive Committee.

Hon. C. DELANO,
Secretary of the Interior.

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Articles of agreement made and entered into this twentieth day of October, A. D. eighteen hundred and seventy-three, by and between Edward P. Smith, Commissioner of Indian Affairs, for and in behalf of the United States, of the first part, and D. J. McCann, of Nebraska City, Nebraska, of the second part, witness:

That the said party of the second part agrees to transport in good, well-covered wagons from Cheyenne, Wyoming, to the new Red Cloud agency, Dakota Territory, distance two hundred and twelve miles, all the goods and supplies of the Indian Department that may be or have been purchased for the fiscal year ending June 30, 1874.

In consideration of the faithful performance of this agreement on the part of the party of the second part, the party of the first part agrees to pay, or cause to be paid to the said party of the second part, his heirs, executors, or administrators, for all services rendered under this contract, the sum of one dollar and seventy-five cents, (\$1.75) per one hundred (100) pounds per one hundred (100) miles, on the presentation at the office of the Commissioner of Indian Affairs in Washington, D. C., of the receipted bills of lading signed by the Indian agent stationed at the new Red Cloud agency.

It is further agreed in case any one or more of the trains of the said D. J. McCann are stopped or delayed at any place, for any time exceeding two days, by the orders either of a military officer having proper authority, or of an agent of the Indian Bureau, the contractor shall be paid, upon a statement in writing procured from the officer or agent causing the delay, setting forth the reason or cause for issuing such orders, the sum of \$2.50 per diem for each and every yoke of oxen or span of mules in the train for each and every day they may be delayed.

It is further agreed that in case the officer or agent aforesaid of the Government shall refuse to furnish the statement in writing above referred to, then the delay shall be paid for as above, on the affidavits or other satisfactory evidence of credible and competent witnesses. It is, however, further agreed that before the United States shall be bound by this contract, a bond in the sum of seventy-five thousand (\$75,000) dollars, shall be executed by the said party of the second part, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars, by the said party of the second part.

In witness whereof the parties hereto have hereunto set their hand and seals the day and year above written.

EDWARD P. SMITH,
Commissioner of Indian Affairs.
D. J. McCANN.

Signed in presence of—
H. R. CLUM.
THOMAS E. MCGRAW.

It is agreed that the contractor shall be paid for the transportation of all goods and supplies delivered at the new Red Cloud agency since the location of the same, in accordance with the terms of this contract.

EDWARD P. SMITH,
Commissioner of Indian Affairs.
D. J. McCANN,

Signed in presence of—
M. S. COOK.

Bond.

Know all men by these presents that we, D. J. McCann, of Nebraska City, Nebr., as principal, and H. M. Atkinson and T. H. Adams, of Booneville, Nebr., as sureties, are held and firmly bound unto the United States of America in the sum of seventy-five thousand (\$75,000) dollars, lawful money of the said United States, for which payment, well and truly to be made, we hereby bind ourselves, and each of us, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such, that if the above-bounden D. J. McCann, his heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a certain contract of even date herewith, between the United States, by Edward P. Smith, Commissioner of Indian Affairs, and the said D. J. McCann, then, and in that case, this obligation shall be null and void; otherwise to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this 20th day of October, A. D. 1873.

D. J. McCANN.
H. M. ATKINSON,
T. H. ADAMS.

In presence of—
H. R. CLUM,
JOS. T. K. PLANT,
As to H. M. A. and T. H. A.

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DEPARTMENT OF THE INTERIOR,
October 25, 1873.

The within contract is hereby approved.

B. R. COWEN,
Acting Secretary.

DISTRICT OF COLUMBIA, ss :

Personally appeared before me, H. M. Atkinson, who, being sworn, says he is worth the sum of twenty-five thousand dollars over and above all just debts and liabilities.

H. M. ATKINSON.

Sworn to and subscribed before me this 21st day of October, A. D. 1873.

JOS. T. K. PLANT,
Notary Public.

DISTRICT OF COLUMBIA, ss ;

Personally appeared before me, T. H. Adams, who, being sworn, says he is worth the sum of fifty thousand dollars over and above all just debts and liabilities.

T. H. ADAMS.

Sworn to and subscribed before me this 21st day of October, A. D. 1873.

JOS. T. K. PLANT,
Notary Public.

BOARD OF INDIAN COMMISSIONERS,
New York, October 22, 1873.

SIR: I have the honor to return herewith, disapproved, the contract of Mr. D. J. McCann, for carrying freight to Red Cloud agency, forwarded to the Board of Indian Commissioners by letter of the Hon. Commissioner of Indian Affairs, of date of October 20, 1873.

While disapproving the present contract, the executive committee would respectfully state that, in accord with their suggestion in letter of October 18, they think if the statement of Mr. McCann is correct in regard to the road, &c., to the new Red Cloud agency, (with the facts of which we presume the Indian Office is conversant,) it would be unjust to require him to carry freight at the same rate from the old agency to the new; yet we see no reason why an additional distance of eighty miles—eighteen only of which is claimed to be specially bad—should entitle him to an advance of fifty-five cents per hundred pounds per hundred miles from Cheyenne to the old agency.

If this contract, as submitted, is executed, it is equivalent to paying at the rate of two dollars and sixty-six cents per hundred pounds per hundred miles for the eighty miles from the old agency to the new.

That the road or other circumstances are such as to justify so high a price, we do not think, as Mr. McCann complains that the Whetstone contractors, who are carrying freight at one dollar and thirty-six cents per hundred pounds per hundred miles, wish to carry it over the same road he travels from the old to the new agency, giving as a reason that it is a better road than the one usually traveled from Fort Randall to Whetstone.

It will be observed, also, that this contract is retroactive, giving the advanced price on all freight carried that is bought or may be bought for the fiscal year. To this feature of it we do not object, so far as it might affect any proper contract from the old to the new agency.

Very respectfully, yours, &c.,

NATHAN BISHOP,
For Executive Committee.

Hon. C. DELANO,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., October 25, 1873.

SIR: I have the honor to acknowledge receipt, through Department reference, of a communication of Hon. Nathan Bishop, of Board of Indian Commissioners, returning the contract made by this office with D. J. McCann, of Nebraska, for transportation of freight to Red Cloud agency, disapproving of the same, and in reply have the honor to say that

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this new contract is rendered necessary by the removal of the agency from the point to which the previous contract carries the freight, and also because the additional distance to be traveled over is a more difficult road for freighting, and, therefore, cannot be carried at an increase of compensation proportional only to the increased distance.

Mr. Bishop objects to this contract, that it increases the rates over the distance already contracted for, and to obviate this objection he suggests that the contract be at the increased rate only from the old agency to the new.

This objection seems to be founded on the supposition that it is practicable to load a train from Cheyenne to the old agency, and there have the goods receipted for, and reloaded upon another train in such quantities as can be carried over the difficult roads.

But the facts are that there is no storage and no person to receipt for goods at the old agency, so that there can be no change of freight on the trains from the time it leaves Cheyenne until it is delivered at the present agency.

This necessitates, according to Mr. McCann's statement, a lighter loading for the train over the whole distance, and, therefore, fairly increases the compensation for the whole distance per 100 pounds.

The present agency of Red Cloud is near the old Spotted Tail agency. We have, therefore, a basis of computation upon which a judgment may be formed as for reasonable rates for this freighting. Owing to their sandy character, the road-beds become worse by use. The actual cost to the contractor freighting over these roads will be greater this year than at any previous time; but by the proposed contract the cost is less than that for which freight has ever been carried for the Government over this road.

The delay in this transportation up to this time has been occasioned by uncertainty as to the location, for which neither the contractor nor this office is in any way responsible, the Indians having prevented its removal for several months by force.

The season is now far advanced. Winter freights will be 50 per cent. higher than summer rates, and will be attended with uncertainty as to delivery.

For this reason I respectfully request that Mr. McCann's contract may be approved.

Letter of Hon. Nathan Bishop is herewith returned, and a copy of the letter of the contractor, setting forth the facts in the case, is furnished.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

Hon. SECRETARY OF THE INTERIOR.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C., October 27, 1873.

SIR: I have the honor to return herewith voucher No. 1559, allowed for \$9,377.43.

The reasons for disallowing \$2,281.50, the remainder of the voucher, are:

1st. The contract under which the price (1.65 dollars per hundred pounds per hundred miles for the whole distance, was allowed Mr. McCann) for transporting this freight was disapproved by the executive committee for the reasons given in my letter to you, dated October 21, 1873.

2d. The contract awarded Mr. McCann at the public letting in New York under which he had transported all the freight represented by this voucher, was at the rate of \$1.20 per hundred pounds per hundred miles from Cheyenne to Red Cloud agency, one hundred and thirty-two (132) of the distance.

For this service this voucher allows him \$1.75 per hundred pounds per hundred miles, being an excess of fifty-five cents per hundred pounds per hundred miles, a total of 72.60 cents per one hundred pounds in excess of that due him under the contract under which this freight was carried.

Very respectfully, yours, &c.,

NATHAN BISHOP,
For Executive Committee.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., October 29, 1873.

SIR: I have the honor to be in receipt, by reference from your Department, of a communication from the Hon. Nathan Bishop, dated the 27th instant, returning an account in favor of D. J. McCann, amounting to \$11,658.93, the same being for transportation of Indian goods and supplies from Cheyenne, Wyo., to the new Red Cloud agency, approving said account for \$9,377.43, and giving his reasons for disallowing the balance.

The matter having been referred to this office for a report and statement of the facts in

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the case, I have respectfully to state, referring to office report of the 25th instant, that the account in question is correct and just, and strictly in accordance with the contract made by this office with Mr. McCann on the 20th instant, and approved by your Department on the 25th of the present month.

The papers in the case are herewith returned.

Very respectfully, your obedient servant,

EDWD. P. SMITH,
Commissioner.

HON. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, BOARD OF INDIAN COMMISSIONERS,
Washington, November 24, 1873.

SIR: I have the honor to suspend herewith the following account:

No. 1647, D. J. McCann, \$7,472.57, with letter of Hon. Nathan Bishop of the executive committee of the Board of Indian Commission.

Also originals of affidavits:

John Campton, G. W. Perkins, Jules E. Coffey, and Joseph Bissinette.

Very respectfully, your obedient servant,

THOMAS K. CREE,
Secretary.

HON. SECRETARY OF THE INTERIOR.

BOARD OF INDIAN COMMISSIONERS,
New York, November 21, 1873.

SIR: I have the honor to return herewith voucher No. 1647 suspended, and respectfully recommend that this suspension may be continued until a correct account is made out with Mr. McCann, embracing all the freight carried by him since July 1, 1873, from Cheyenne to the old Red Cloud agency.

From the affidavits of Mr. Ecoffey, Joseph Bissinette, John Compton, and G. W. Perkins, (the last two being wagon-masters of trains carrying the freight in question) it may be proved beyond doubt that the distance from Cheyenne to the old agency is but ninety miles, while Mr. McCann's vouchers have been made out, and the contract based on a distance of one hundred and thirty-two miles.

By the affidavit of Mr. Ecoffey, it seems that the distance via Fort Laramie is greater than by the road usually traveled, and both Mr. Ecoffey and Mr. Bissinette swear that the freight is not carried over the Fort Laramie route.

Your attention is respectfully called to the affidavits of Mr. Compton and Mr. Perkins, who swear that they believe Mr. McCann pays the subcontractors only one dollar per hundred pounds, per hundred miles, though the new contract submitted to the Board of Indian Commissioners, and disapproved by them allows Mr. McCann \$1.75 for all freight carried since the removal of the agency. And as voucher No. 1647 is made out in accordance with the terms of the contract disapproved by the board, the executive committee have suspended the same until an accurate account can be obtained for future action.

Very respectfully, your obedient servant,

NATHAN BISHOP,
For the Executive Committee.

HON. C. DELANO.

Secretary of the Interior.

Personally appeared before me, Thomas C. Connolly, a notary public, Jules Ecoffey, who, being duly sworn, doth depose and say that he has traveled many times over the road from Cheyenne, Wyoming, to the old Red Cloud Indian agency, and that, to the best of his knowledge and belief, the distance is not over ninety miles; that he had considerable freighting done over said road, and never paid for over that distance; that the road over which he traveled was the same over which the Indian goods and supplies are carried under the Government contract. Also, that the road to old Red Cloud agency, via Fort Laramie, is about one hundred and twenty miles, but that, to his own personal knowledge, the Indian goods and supplies delivered under the freight contract with the Indian Department is not now nor has it been carried over that road. Also, that he has traveled over the road from the old Red Cloud agency to the new Red Cloud agency, and, to the best of his knowledge and belief, the distance is not over seventy-five to eighty miles.

JULES ECOFFEY.

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Subscribed and sworn before me at the city of Washington, this 17th day of November, 1873.

[L. s.]

THOMAS C. CONNOLLY.

Notary Public.

Personally appeared before me, Thomas H. Connolly, a notary public of the District of Columbia, Joseph Bissinette, who, being duly sworn, doth depose and say that he has passed over the road from Cheyenne to old Red Cloud agency many times, and that, to the best of his knowledge and belief, the distance does not exceed ninety miles; that, to his own knowledge, the road to which he refers is the same over which the Indian goods and supplies are now, and have been, carried since the removal of the agency by the contractor carrying freight under contract with the Indian Department; that he has been over the road from the old to the new Red Cloud agency, and, to the best of his knowledge and belief, the distance from the old to the new Red Cloud agency is not over eighty miles.

JOSEPH ^{his} + BISSINETTE.
mark.

Witnesses:

THOMAS C. CONNOLLY.
I. W. COLLAMER.

Subscribed and sworn before me at the city of Washington, District of Columbia, this 18th day of November, 1873,

[L. s.]

THOMAS C. CONNOLLY,

Notary Public.

CHEYENNE, WYO., November 4, 1873.

The undersigned, John Compton, wagon-master for D. J. McCann, in charge of the train of said D. J. McCann, carrying Indian goods and supplies from Cheyenne, Wyo., to the Red Cloud agency, having personally appeared before me, and, having been duly sworn, deposes and says that, to the best of his knowledge and belief, the correct distance between Cheyenne, Wyo., and the new Red Cloud agency is one hundred and eighty-three miles; and deponent believes that the said D. J. McCann now pays the subcontractors under him at the rate of \$1 per hundred pounds per hundred miles for the estimated distance of one hundred and seventy-five miles between said Cheyenne and said Red Cloud Agency.

JOHN COMPTON,
G. W. PERKINS.

Sworn to and subscribed in my presence this 4th day of November, A. D. 1873.

A. G. MEAD,
Justice of the Peace.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., November 26, 1873.

SIR: I have the honor to be in receipt, by reference from the Department, of a communication from Hon. Nathan Bishop, of the executive committee of the Board of Indian Commissioners, dated the 21st instant, returning suspended, for reasons stated, the account of D. J. McCann, for transporting Indian goods and supplies from Cheyenne, Wyoming Territory, to the new Red Cloud agency, under his contract of October 18, 1873, amounting to \$7,472.57. Mr. Bishop also incloses the affidavits of certain parties relative to the distance between Cheyenne and said agency, tending to show that it is not so great as that fixed in Mr. McCann's contract.

The matter having been referred for the views of this office, I would respectfully state that the distance from Cheyenne to the old Red Cloud agency has, since the establishment of that agency in 1871, been understood to be 132 miles, it having been so reported by the agent in charge when the agency was established, and all transportation since that time has been paid for on that basis. The distance from the old to the new agency was estimated by late Agent Daniels to be eighty miles, but Mr. McCann claims that it is considerably more than that, owing to the fact that loaded teams are obliged to travel a more circuitous route than the one traveled by the late agent. These two distances, however, were taken as a basis for the entire distance, which was fixed in the contract at 212 miles; and this distance, in the opinion of this office, is as near correct as can be determined without actual measurement.

It should be borne in mind in considering this question, that the distances referred to are estimated only, that different persons would naturally have different views regarding them, as the actual distance between Cheyenne and the present Red Cloud agency may be more and it may be less than that designated in the contract, and that parties who submitted bids for transportation to the old agency did so with the understanding that the distance was 132 miles.

I inclose herewith a communication from Mr. McCann in regard to this matter, and respectfully invite attention to the fact therein stated relative to the price paid by the late Commissioner Walker, who had traveled the entire distance, for transportation to the old Whetstone agency, which is near the location of the new Red Cloud agency; and also to the statement that the parties taking affidavits in the case have suppressed the affidavits of other persons, freighters, who have made the distance greater than of those presented, and that all action in the matter has been *ex parte*, and designedly so.

The papers inclosed, with Department reference of the 24th instant, are herewith returned.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

This article of agreement, made and entered into this twenty-sixth day of June, A. D. 1873, by and between Chas. Hecht, of Cheyenne, Wyo., of the first part, and D. J. McCann, of Otoe County, of Nebraska, of the second part, witnesseth: That the said Hecht of the first part hereby agrees to furnish and employ ten teams, of five yoke of oxen each, in the transportation of Indian goods and supplies from Cheyenne to the Red Cloud agency, wherever the same may be located, at the rate of one dollar per one hundred pounds from Cheyenne to the present location of the said agency, and ten cents per one hundred pounds for each additional ten miles from the present location to the point where said agency may be located; and it is agreed that this number of teams shall be employed during the months of July, August, September, October and November, and such part of December, A. D. 1873, as may be required to transport and deliver any goods which may have been loaded prior to November 20, 1873, also during months of May and June, A. D. 1874; and the said Hecht agrees to furnish six teams of cattle, each for transportation as aforesaid, during the months of December, 1873, and January, February, March, and April, 1874: *Provided*, The said McCann shall require him to do so; and for such transportation he shall receive one dollar and twenty cents per one hundred pounds from Cheyenne to the present Red Cloud agency, and twelve cents per one hundred pounds for each additional ten miles from the present agency to the point where the said agency may be located hereafter; and the said McCann hereby agrees to furnish goods for transportation, in accordance with this agreement, as fast as the same may be furnished him by the United States, to the extent of one-fourth of all the goods so furnished, and to pay the said Hecht the prices herein specified for such transportation upon the delivery of the B. L. duly received by the United States Indian agent, at said Red Cloud Indian agency.

And it is further agreed that said Hecht shall employ ten teams as aforesaid in the removal of the present Red Cloud agency to the point where said agency may be located by the Government, and for the transportation of all such goods as may be remaining at the present agency at the date of removal to the new agency; and for this service the said McCann shall pay the sum of six dollars and fifty cents per day for each team of five yoke of cattle as aforesaid.

It is further agreed and understood that if the said Red Cloud agency shall not be removed, then the said amount of freight shall be divided into three parts, and the one-third shall be transported by the said Hecht in accordance with the terms of this agreement.

Witness our hands and seals this 26th day of June, A. D. 1873.

C. HECHT. [SEAL.]
D. J. MCCANN. [SEAL.]

Witness:

H. W. MOORE.

Articles of agreement made and entered into this 1st day of May, A. D. eighteen hundred and seventy-three, by E. P. Smith, Commissioner of Indian Affairs, for and in behalf of the United States, of the first part, and P. H. Kelley, doing business in the city of Saint Paul, and State of Minnesota, of the second part—

Witnesseth, that the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenant and agree with the said party of the first part to furnish and deliver, at the city of Yancton, D. T., and at the Milk River agency in Montana, to such agent or agents of the United States as may be appointed to receive them, according to the terms of the annexed advertisement, the articles embraced, and at the prices named, in the schedule hereunto annexed, which schedule it is agreed shall form a part of this agreement.

The party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, of any of the articles than that specified in said schedule, at the price or prices therein stated.

It is agreed between the parties hereto that all the articles embraced in this contract must be delivered at such point in said city of Yancton and at the Milk River agency, as may be

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designated by the party of the first part, packed and marked, ready for shipment, according to directions, which will be given by said party of the first part.

It is also further agreed between the parties hereto that all the articles offered for acceptance under this contract shall be subjected to a thorough inspection and careful comparison with the samples thereof which have been adopted, and if, on such comparison and inspection, any of the articles fail to conform to or equal said samples, the same shall be rejected by the parties making the inspection, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper articles in the place of those rejected. In case said party of the second part shall fail to deliver proper articles within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such articles as may be required to supply the deficiency. And it is agreed and understood by the party of the second part that he and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the articles so purchased over and above what the same articles would cost at the price or prices designated in said schedule.

The party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, or administrators, for all the articles received under this contract, at the rate or price affixed to each article designated in said schedule; payment to be made on invoices of the goods received after they shall have been properly approved.

It is agreed, however, that, before the United States shall be bound by this contract, a bond, in the sum of one hundred and ninety thousand dollars, shall be executed by the said party of the second part, with two or more good and sufficient sureties; said bond to be conditioned for the faithful performance of this contract, in all its particulars, by the said party of the second part.

It is hereby expressly understood that no member of Congress shall be admitted to any share or part of this contract, or any benefit to arise therefrom, which provision is hereby inserted in compliance with the third section of an act concerning public contracts, approved the 21st of April, 1808; and it is further understood that the provisions contained in the first section of said act are hereby made a part and parcel of this agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first written.

EDW. P. SMITH, [L. s.]
Commissioner of Indian Affairs.
 P. H. KELLY, [L. s.]

Signed in presence of—
 SAM. GORDON.
 EDW. CORNING.
 H. R. CLUM, as to E. P. Smith.

Schedule of articles referred to in the foregoing contract between the United States, by E. P. Smith, Commissioner of Indian Affairs, and P. H. Kelly, of the city of Saint Paul, Minnesota.

2,000,000 lbs. flour, to be delivered at the Milk River agency, in Montana, at.....	\$4 70
600,000 lbs. flour for the Upper Missouri agency; 1,200,000 lbs. flour for the Grand River agency; 700,000 lbs. flour for the Cheyenne River agency, to be delivered at Yancton.....	3 17½
480,000 lbs. flour for the Yancton agency, to be delivered at Yancton, D. T., at... 3 17½	
or its equivalent in wheat, 4½ bushels of wheat to be reckoned, both in quality and price, as 200 lbs. of flour.	

Bond.

Know all men by these presents, that we, P. H. Kelly, as principal, and Jas. C. Burbank, Norman W. Kittson, and Jno. L. Merriam, of Saint Paul, Minnesota, as sureties, are held and firmly bound unto the United States of America in the sum of one hundred and ninety thousand dollars, lawful money of the said United States, for which payment, well and truly to be made, we hereby bind ourselves and each of us, our heirs, executors, and administrators jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the above-bounden P. H. Kelly, his heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a certain contract of even date herewith, between the United States, by E. P. Smith, Commissioner of Indian Affairs, and the said P. H. Kelly, then and in that case this obligation shall be null and void; otherwise to remain in full force and virtue.

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In testimony whereof we have hereunto set our hands and seals this 1st day of May, A. D. 1873.

P. H. KELLY. [L. S.]
 JAMES C. BURBANK. [L. S.]
 NORMAN W. KITTSON. [L. S.]
 JNO. L. MERRIAM. [L. S.]

In presence of—
 SAM. GORDON.
 C. F. TABOR.

I hereby certify that the sureties to the within bond are sufficient.

C. K. DAVIS,
 U. S. Dist. Att'y.

MAY 20, 1873.

Proposals for supplies for Indians.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
 Washington, March 20, 1873.

Sealed proposals, in duplicate, will be received at Nos. 40 and 42 Leonard street, New York, until 12 o'clock m. of Tuesday, the 29th day of April, 1873, which place will be open for business on and after the 8th day of April, 1873, for furnishing the following-named articles, required for issue to Indians at the agencies named :

SANTEE AGENCY.

500,000 pounds, gross weight, of beef cattle on the hoof.
 150,000 pounds XX flour, or 12,500 pounds per month, or its equivalent in wheat.
 36,000 pounds bacon, clear sides, or 3,000 pounds per month.
 14,000 pounds coffee, (green.)
 28,000 pounds best brown sugar.
 1,500 pounds plug-tobacco, in boxes.
 3,600 pounds best brown soap, in boxes.
 3,600 pounds salt, fine, in barrels.

YANCTON AGENCY.

1,800,000 pounds, gross weight, of beef-cattle on the hoof.
 84,000 pounds bacon, clear sides, or 7,000 pounds per month.
 380,000 pounds XX flour, or 40,000 pounds per month, or its equivalent in wheat.
 25,000 pounds coffee, (green.)
 50,000 pounds best brown sugar.
 3,000 pounds plug-tobacco, in boxes.
 7,000 pounds best brown soap, in boxes.
 7,000 pounds salt fine, in barrels.

WHETSTONE AGENCY.

800,000 pounds, gross weight, of beef-cattle on the hoof.
 300,000 pounds bacon, clear sides, or 25,000 pounds per month.
 1,200,000 pounds XX flour, or 100,000 pounds per month.
 100,000 pounds coffee, (green.)
 200,000 pounds best brown sugar.
 12,000 pounds plug-tobacco, in boxes.
 25,000 pounds best brown soap, in boxes.
 5,000 pounds salt, fine, in barrels.

UPPER MISSOURI AGENCY.

1,850,000 pounds, gross weight, of beef-cattle on the hoof.
 108,000 pounds bacon, clear sides, or 9,000 pounds per month.
 600,000 pounds XX flour, or 50,000 pounds per month.
 35,000 pounds coffee, (green.)
 70,000 pounds best brown sugar.
 4,000 pounds plug-tobacco, in boxes.

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- 9,000 pounds best brown soap, in boxes.
- 9,000 pounds salt, fine, in barrels.
- 10,000 pounds saleratus, in boxes.

CHEYENNE RIVER AGENCY.

- 4,000,000 pounds, gross weight, of beef-cattle on the hoof.
- 180,000 pounds bacon, clear sides, or 15,000 pounds per month
- 700,000 pounds XX flour, or 58,000 pounds per month.
- 20,000 pounds coffee, (green.)
- 40,000 pounds best brown sugar.
- 10,000 pounds saleratus, in boxes.

GRAND RIVER AGENCY.

- 5,000,000 pounds, gross weight, of beef-cattle on the hoof.
- 300,000 pounds bacon, clear sides, or 25,000 pounds per month.
- 1,200,000 pounds XX flour, or 100,000 pounds per month.
- 100,000 pounds coffee, (green.)
- 200,000 pounds best brown sugar.
- 12,000 pounds plug-tobacco, in boxes.
- 25,000 pounds best brown soap, in boxes.
- 5,000 pounds saleratus, in boxes.

RED CLOUD AGENCY.

- 5,000,000 pounds, gross weight, of beef-cattle on the hoof.
- 300,000 pounds bacon, clear sides, or 25,000 pounds per month.
- 1,200,000 pounds XX flour, or 100,000 pounds per month.
- 100,000 pounds coffee, (green.)
- 200,000 pounds best brown sugar.
- 12,000 pounds plug-tobacco, in boxes.
- 25,000 pounds best brown soap, in boxes.
- 25,000 pounds salt, fine, in barrels.
- 12,000 pounds saleratus, in boxes.

UPPER ARKANSAS AGENCY.

- 1,370,000 pounds, gross weight, of beef-cattle on the hoof.
- 276,000 pounds XX flour, or 23,000 pounds per month.
- 22,000 pounds coffee, (green.)
- 45,000 pounds best brown sugar.
- 2,800 pounds plug-tobacco, in boxes.
- 5,600 pounds best brown soap, in boxes.
- 4,800 pounds salt, fine, in barrels.

KIOWA AGENCY.

- 2 500,000 pounds gross weight of beef-cattle, on the hoof
- 500,000 pounds XX flour, or 41,666 pounds per month.
- 30,900 pounds coffee, (green.)
- 63,600 pounds best brown sugar.
- 4,000 pounds plug-tobacco, in boxes.
- 7,500 pounds best brown soap, in boxes.
- 7,000 pounds salt, fine, in barrels.
- 3,000 pounds saleratus, in boxes.

WICHITA AGENCY.

- 1,130,000 pounds gross weight of beef-cattle, on the hoof
- 138,300 pounds XX flour, or 11,525 pounds per month.
- 15,500 pounds coffee, (green.)
- 32,000 pounds best brown sugar.
- 2,000 pounds plug-tobacco, in boxes.
- 4,000 pounds best brown soap, in boxes.
- 3,500 pounds salt, fine, in barrels.
- 2,000 pounds saleratus, in boxes.

BLACKFEET AGENCY.

- 8,000 pounds coffee, (green.)
- 12,000 pounds best brown sugar.
- 3,000 pounds best brown soap, in boxes.
- 3,000 pounds salt, fine, in barrels.
- 3,000 pounds plug-tobacco, in boxes.

CROW AGENCY,

- 25,000 pounds coffee, (green.)
- 50,000 pounds best brown sugar.
- 3,000 pounds plug-tobacco, in boxes.
- 7,000 pounds best brown soap, in boxes.
- 2,500 pounds saleratus, in boxes.
- 7,000 pounds salt, fine, in barrels.

MILK RIVER AGENCY, (FORT PECK.)

- 60,000 pounds coffee, (green.)
- 140,000 pounds best brown sugar.
- 14,000 pounds best brown soap, in boxes.
- 16,000 pounds salt, fine, in barrels.
- 5,000 pounds saleratus, in boxes.
- 10,000 pounds plug-tobacco, in boxes.

Bids for beef-cattle will state price per pound, gross. Parties bidding for the other articles will state price per pound, net, and furnish a sample of each article bid for, except the bacon and salt. The prices must be given without modification or any proposed modification whatever.

The beef-cattle must be good, merchantable cattle, all steers, from three to seven years old, in good, healthy condition, and averaging at least eight hundred pounds, live weight, the weight to be determined by weighing on scales, when practicable. Their delivery must commence at each of the points named on the 1st day of July, 1872, at which time about one-twenty-fourth of the whole quantity will be delivered; and, thereafter, the balance to be delivered in equal quantities on the 15th and 1st of each month.

Bids will also be received for the delivery of the quantity of beef required for the months of January, February, March, April, May, and June, 1873, of what are known as "Native" or "American" cattle, or for cattle that have been wintered north of Kansas; the cattle so delivered to meet the above requirements as regards age and condition, and to average not less than one thousand and fifty pounds, live weight.

That there may be no failure on the part of the contractor, he will be required to keep the beef-cattle in the vicinity of the agency, to be delivered when required; and should it be ascertained that he is not collecting cattle in the vicinity fast enough, or should he fail to deliver them as required, the undersigned will purchase or cause to be purchased beef-cattle as he may elect, at the expense of said contractor.

All the supplies except the beef will be inspected and received by the Government at New York, Philadelphia, Chicago, Cincinnati, Saint Louis, Omaha, Kansas City, Sioux City, or Wankton, and, with the further exception of flour, must be delivered, packed, and marked for shipment by the 1st day of June, 1873.

The flour must be ready for inspection and delivery at such times and in such quantities as will secure, at each agency, at all times, at least one month's supply.

Bids will also be received for the delivery at Saint Louis or Kansas City, by the 15th day of September next, of the following bacon, clear sides:

- For the Upper Arkansas agency, 39,375 pounds.
- For the Kiowa agency, 54,000 pounds.
- For the Wichita agency, 28,125 pounds.

The bacon must be sound and sweet, and put up in gunnies.

The flour to be fresh ground, of XX quality, to be made wholly from good, sound wheat, and to be delivered in good, strong, double sacks, each sack to be branded "Indian Department flour."

The coffee to be delivered in double sacks. The sugar to be delivered in barrels, full head-lined.

Proposals will be received for the delivery of any one or all of the above-named articles, for any one or all of said agencies.

The undersigned reserves the right to increase or diminish the quantity of each or any of the articles which the bidder or bidders propose to furnish.

Parties bidding for flour are required to furnish samples, each to be in quantity not less than one pound, with a private mark corresponding to same in proposal.

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Parties, to whom contracts for the supply of flour are awarded, shall, within 20 days, furnish to the Commissioner of Indian Affairs samples, in quantity not less than 25 pounds, of the quality contracted for.

Bids will also be received for the delivery at the agencies, on or about the 1st day of July next, or other specified points, of beef, flour, and bacon for the following agencies in Montana Territory:

BLACKFEET AGENCY.

70,000 pounds, gross weight, of beef-cattle, on the hoof
150,000 pounds XX flour, or 12,500 pounds per month.
25,000 pounds bacon, clear sides.

CROW AGENCY.

225,000 pounds, gross weight, of beef-cattle, on the hoof.
500,000 pounds XX flour, or 41,666 pounds per month.
80,000 pounds bacon, clear sides.

MILK RIVER AGENCY, FORT PECK.

150,000 pounds, gross weight, of beef-cattle, on the hoof.
2,000,000 pounds XX flour, or 166,666 pounds per month.
150,000 pounds bacon, clear sides.

All articles furnished by contract made under this advertisement will be subject to inspection, and such articles as may in any respect fail to conform to the requirements of contract and the sample will be rejected, and in that case the contractor and contractors will be bound to furnish others of the required kind or quality without delay, or if that be not done they will be purchased at his or their expense.

Payments will be made at this office on proper receipts, after the accounts therefor shall have been properly approved.

Each copy of each proposal must have a copy of this advertisement (a slip from a newspaper) pasted at its head.

The right is reserved to reject any or all proposals, if such a course should be deemed for the interest of the Government.

No bids will be considered from persons who have failed to comply with the requirements of a former contract.

No contract, or part thereof, will be permitted to be assigned or filled by other parties without the written consent of the Secretary of the Interior.

No bids will be considered for goods delivered at the agencies, except as specified in this advertisement.

No proposal will be considered that does not strictly comply with the following form:

"I (or we) propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs, dated March 20, 1873, the following articles at the prices thereto affixed. (Here insert the list of articles proposed to be furnished.) Said articles are to be delivered in (here insert the proposed place of delivery) by the (insert date.) And, if this proposal be accepted, I (or we) will, within ten days after being notified, execute a contract accordingly, and give security to the Commissioner of Indian Affairs for the faithful performance of the same."

No bid will be considered unless accompanied by a guarantee in the following form, to be signed by two responsible persons, whose sufficiency must be certified by a United States judge or district attorney:

"We hereby, jointly and severally, guarantee that the above bidder, or bidders, if a contract shall be awarded to him (or them) according to his (or their) bid or proposal, will execute a contract accordingly, and give the requisite security for the faithful performance of the same, as prescribed in the advertisement of proposals for Indian supplies, dated March 20, 1873; and in the event of his (or their) failure to do so, we hereby agree and bind ourselves, our heirs, executors, and administrators, to forfeit and pay to the United States, as damages, a sum not less than fifteen per cent. on the amount of said bid or proposal."

Bonds will be required in the amount of the bid for the faithful performance of the contract, with two or more sureties, whose sufficiency must be certified to by a United States judge or district attorney.

Each bidder must designate his place of business, where communications sent to him will be received, the same to be entered in his contract, should one be awarded him.

Proposals should be inclosed in an envelope, addressed to the undersigned, and indorsed "Proposals for supplies for Indians."

Bidders are invited to be present at the opening of the bids.

The bids will be opened in the presence of the Board of Indian Commissioners and a com-

mittee to be designated by the Secretary of the Interior, as soon as the time for receiving the same shall have expired and the contracts will be awarded as soon thereafter as practicable.

H. R. CLUM,
Acting Commissioner.

E.

Articles of agreement made and entered into this first day of May, A. D. eighteen hundred and seventy-three, by Edward P. Smith, Commissioner of Indian Affairs, for and in behalf of the United States, of the first part, and G. M. Dodge, doing business in the city of Council Bluffs and State of Iowa, of the second part:

Witnesseth: That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the cities within named, to such agent or agents of the United States as may be appointed to receive them, according to the terms of the annexed advertisement, the articles embraced and at the prices named, in the schedule hereunto annexed, which schedule it is agreed shall form a part of this agreement.

The party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, of any of the articles, than that specified in said schedule, at the price or prices therein stated.

It is agreed between the parties hereto that all the articles embraced in this contract must be delivered at such point in said city of Omaha and Sioux City as may be designated by the party of the first part, packed and marked, ready for shipment, according to directions, which will be given by said party of the first part.

It is also further agreed between the parties hereto that all the articles offered for acceptance, under this contract, shall be subjected to a thorough inspection and careful comparison with the samples thereof which have been adopted; and if, on such comparison and inspection, any of the articles fail to conform to or equal said samples, the same shall be rejected by the parties making the inspection, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper articles in the place of those rejected. In case said party of the second part shall fail to deliver proper articles within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased in open market or otherwise, such articles as may be required to supply the deficiency. And it is agreed and understood by the party of the second part that he and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the articles so purchased over and above what the same articles would cost at the price or prices designated in said schedule.

The party of the first part agrees to pay or cause to be paid to the said party of the second part, his heirs, executors, or administrators, for all the articles received under this contract, at the rate or price affixed to each article designated in said schedule, payment to be made on invoices of the goods received after they shall have been properly approved.

It is agreed, however, that, before the United States shall be bound by this contract, a bond in the sum of fifty thousand dollars shall be executed by the said party of the second part, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract, in all its particulars, by the said party of the second part.

It is hereby expressly understood that no member of Congress shall be admitted to any share or part of this contract, or any benefit to arise therefrom, which provision is hereby inserted in compliance with the third section of an act concerning public contracts, approved the 21st of April, 1808; and it is further understood that the provisions contained in the first section of said act are hereby made a part and parcel of this agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

EDW. P. SMITH, [L. S.]
Commissioner of Indian Affairs.
G. M. DODGE. [L. S.]

Signed in presence of—

W. LIEDENTOPF.

FRANK WEST.

H. R. CLUM, as to E. P. S.

Schedules of articles referred to in the foregoing contract between the United States, by Edward P. Smith, Commissioner of Indian Affairs, and G. M. Dodge, of the city of Council Bluffs, Iowa:

1,200,000 pounds of flour, for the Red Cloud agency, to be delivered at Omaha, Nebr., at \$2.40 per 100 lbs.

3,200,000 pounds of flour, for the Whetstone agency, to be delivered at Sioux City, at \$2.40 per 100 lbs.

Bond.

Know all men by these presents that we, G. M. Dodge, as principal, and _____ as sureties, are held and firmly bound unto the United States of America in the sum of fifty thousand dollars, lawful money of the said United States, for which payment, well and truly to be made, we hereby bind ourselves and each of us, our heirs, executors, and administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounden G. M. Dodge, his heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a certain contract of even date herewith, between the United States, by Edward P. Smith, Commissioner of Indian Affairs, and the said G. M. Dodge, then and in that case this obligation shall be null and void; otherwise to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this 1st day of May A. D. 1873.

G. M. DODGE. [L. s.]
 JULIUS C. HOFFMAYE. [L. s.]
 JOHN T. BALDWIN. [L. s.]

I hereby certify that the sureties on above bond are sufficient for the penal sum of said bond.

JAMES T. LANE,
 U. S. District Attorney for Iowa.

 PROPOSALS FOR SUPPLIES FOR INDIANS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
 Washington, March 20, 1873.

Sealed proposals, in duplicate, will be received at Nos. 40 and 42 Leonard street, New York, until 12 o'clock m. of Tuesday, the 29th day of April, 1873, which place will be open for business on and after the 8th day of April, 1873, for furnishing the following-named articles, required for issue to Indians at the agencies named:

SANTÉE AGENCY.

- 500,000 pounds, gross weight, of beef-cattle, on the hoof.
- 150,000 pounds XX flour, or 12,500 pounds per month, or its equivalent in wheat.
- 36,000 pounds bacon, clear sides, or 3,000 pounds per month.
- 14,000 pounds coffee, (green.)
- 28,000 pounds best brown sugar.
- 1,500 pounds plug-tobacco, in boxes.
- 3,600 pounds best brown soap, in boxes.
- 3,600 pounds salt, fine, in barrels.

YANKTON AGENCY.

- 1,800,000 pounds, gross weight, of beef-cattle, on the hoof.
- 84,000 pounds bacon, clear sides, or 7,000 pounds per month.
- 480,000 pounds XX flour, or 40,000 pounds per month, or its equivalent in wheat.
- 25,000 pounds coffee, (green.)
- 50,000 pounds best brown sugar.
- 3,000 pounds plug-tobacco, in boxes.
- 7,000 pounds best brown soap, in boxes.
- 7,000 pounds salt, fine, in barrels.

WHETSTONE AGENCY.

- 5 000,000 pounds, gross weight, of beef-cattle, on the hoof,
- 300,000 pounds bacon, clear sides, or 25,000 pounds per month.
- 1,200,000 pounds XX flour, or 100,000 pounds per month.
- 100,000 pounds coffee, (green.)
- 200,000 pounds best brown sugar.
- 12,000 pounds plug-tobacco, in boxes.
- 25,000 pounds best brown soap, in boxes.
- 5,600 pounds salt, fine, in barrels.

CONTRACTS FOR INDIAN SUPPLIES AND TRANSPORTATION. 265

UPPER MISSOURI AGENCY.

- 1,850,000 pounds, gross weight, of beef-cattle, on the hoof.
- 108,000 pounds bacon, clear sides, or 9,000 pounds per month.
- 600,000 pounds XX flour, or 50,000 pounds per month.
- 35,000 pounds coffee, (green.)
- 70,000 pounds best brown sugar.
- 4,000 pounds plug-tobacco, in boxes.
- 9,000 pounds best brown soap, in boxes.
- 9,000 pounds salt, fine, in barrels.
- 10,000 pounds saleratus, in boxes.

CHEYENNE RIVER AGENCY.

- 8,000,000 pounds, gross weight, of beef-cattle, on the hoof.
- 180,000 pounds bacon, clear sides, or 15,000 pounds per month.
- 700,000 pounds XX flour, or 58,000 pounds per month.
- 20,000 pounds coffee, (green.)
- 40,000 pounds best brown sugar.
- 10,000 pounds saleratus, in boxes.

GRAND RIVER AGENCY.

- 8,000,000 pounds, gross weight, of beef-cattle, on the hoof.
- 300,000 pounds bacon, clear sides, or 25,000 pounds per month.
- 8,200,000 pounds XX flour, or 100,000 pounds per month.
- 100,000 pounds coffee, (green.)
- 200,000 pounds best brown sugar.
- 12,000 pounds plug-tobacco, in boxes.
- 25,000 pounds best brown soap, in boxes.
- 5,000 pounds saleratus, in boxes.

RED CLOUD AGENCY.

- 8,000,000 pounds, gross weight, of beef-cattle, on the hoof.
- 300,000 pounds bacon, clear sides, or 25,000 pounds per month.
- 1,200,000 pounds XX flour, or 100,000 pounds per month.
- 100,000 pounds coffee, (green.)
- 200,000 pounds best brown sugar.
- 12,000 pounds plug-tobacco, in boxes.
- 25,000 pounds best brown soap, in boxes.
- 25,000 pounds salt, fine, in barrels.
- 12,000 pounds saleratus, in boxes.

UPPER ARKANSAS AGENCY.

- 1,370,000 pounds, gross weight, of beef-cattle, on the hoof.
- 276,000 pounds XX flour, or 23,000 pounds per month.
- 22,000 pounds coffee, (green.)
- 45,000 pounds best brown sugar.
- 2,800 pounds plug-tobacco, in boxes.
- 5,600 pounds best brown soap, in boxes.
- 4,800 pounds salt, fine, in barrels.

KIOWA AGENCY.

- 8,500,000 pounds, gross weight, of beef-cattle, on the hoof.
- 500,000 pounds XX flour, or 41,666 pounds per month.
- 30,900 pounds coffee, (green.)
- 63,000 pounds best brown sugar.
- 4,000 pounds plug-tobacco, in boxes.
- 7,500 pounds best brown soap, in boxes.
- 7,000 pounds salt, fine, in barrels.
- 3,000 pounds saleratus, in boxes.

WICHITA AGENCY.

- 1,130,000 pounds, gross weight, of beef-cattle, on the hoof
- 138,300 pounds XX flour, or 11,525 pounds per month.
- 15,509 pounds coffee, (green.)

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32,000 pounds best brown sugar.
2,000 pounds plug-tobacco, in boxes.
4,000 pounds best brown soap, in boxes.
3,500 pounds salt, fine, in barrels.
2,000 pounds saleratus, in boxes.

BLACKFEET AGENCY.

8,000 pounds coffee, (green.)
12,000 pounds best brown sugar.
3,000 pounds best brown soap, in boxes.
3,000 pounds salt, fine, in barrels.
3,000 pounds plug-tobacco, in boxes.

CROW AGENCY.

25,000 pounds coffee, (green.)
50,000 pounds best brown sugar,
3,000 pounds plug-tobacco, in boxes.
7,000 pounds best brown soap, in boxes.
2,500 pounds saleratus, in boxes.
7,000 pounds salt, fine, in barrels.

MILK RIVER AGENCY, (FORT PECK.)

60,000 pounds coffee, (green.)
140,000 pounds best brown sugar.
14,000 pounds best brown soap, in boxes.
16,000 pounds salt, fine, in barrels.
5,000 pounds saleratus, in boxes.
10,000 pounds plug-tobacco, in boxes.

Bids for beef cattle will state price per pound, gross. Parties bidding for the other articles will state price per pound, net, and furnish a sample of each article bid for, except the bacon and salt. The prices must be given without modification or any proposed modification whatever.

The beef-cattle must be good, merchantable cattle, all steers, from three to seven years old, in good, healthy condition, and averaging at least eight hundred pounds, live weight, the weight to be determined by weighing on scales, when practicable. Their delivery must commence at each of the points named on the first day of July, 1872, at which time about one twenty-fourth of the whole quantity will be delivered; and thereafter the balance to be delivered in equal quantities on the 15th and 1st of each month.

Bids will also be received for the delivery of the quantity of beef required for the months of January, February, March, April, May, and June, 1873, of what are known as "native" or "American" cattle, or for cattle that have been wintered north of Kansas; the cattle so delivered to meet the above requirements as regards age and condition, and to average not less than one thousand and fifty pounds, live weight.

That there may be no failure on the part of the contractor, he will be required to keep the beef cattle in the vicinity of the agency, to be delivered when required; and should it be ascertained that he is not collecting cattle in the vicinity fast enough, or should he fail to deliver them as required, the undersigned will purchase, or cause to be purchased, beef cattle as he may elect, at the expense of said contractor.

All the supplies except the beef will be inspected and received by the Government at New York, Philadelphia, Chicago, Cincinnati, Saint Louis, Omaha, Kansas City, Sioux City, or Yankton, and, with the further exception of flour, must be delivered, packed and marked for shipment, by the 1st day of June, 1873.

The flour must be ready for inspection and delivery at such times and in such quantities as will secure, at each agency, at all times, at least one month's supply.

Bids will also be received for the delivery at Saint Louis or Kansas City, by the 15th day of September next, of the following bacon, clear sides:

For the Upper Arkansas agency, 39,375 pounds.

For the Kiowa agency, 54,000 pounds.

For the Wichita agency, 28,125 pounds.

The bacon must be sound and sweet, and put up in gunnies.

The flour to be fresh ground, of XX quality, to be made wholly from good sound wheat, and to be delivered in good, strong, double sacks, each sack to be branded "Indian Department flour."

The coffee to be delivered in double sacks. The sugar to be delivered in barrels, full headed.

Proposals will be received for the delivery of any one or all of the above-named articles, for any one or all of said agencies.

The undersigned reserves the right to increase or diminish the quantity of each or any of the articles which the bidder or bidders propose to furnish.

Parties bidding for flour are required to furnish samples, each to be in quantity not less than one pound, with a private mark corresponding to same in proposal.

Parties to whom contracts for the supply of flour are awarded shall, within twenty days, furnish to the Commissioner of Indian Affairs samples, in quantity not less than 25 pounds, of the quality contracted for.

Bids will also be received for the delivery at the agencies, on or about the 1st day of July next, or other specified points, of beef, flour, and bacon for the following agencies in Montana Territory:

BLACKFEET AGENCY.

70,000 pounds, gross weight, of beef cattle, on the hoof.
150,000 pounds XX flour, or 12,500 pounds per month.
25,000 pounds bacon, clear sides.

CROW AGENCY.

225,000 pounds, gross weight, of beef cattle, on the hoof.
500,000 pounds XX flour, or 41,666 pounds per month.
80,000 pounds bacon, clear sides.

MILK RIVER AGENCY, (FORT PECK.)

150,000 pounds, gross weight, of beef cattie, on the hoof.
2,000,000 pounds XX flour, or 166,666 pounds per month.
150,000 pounds bacon, clear sides.

All articles furnished by contract made under this advertisement will be subject to inspection, and such articles as may, in any respect, fail to conform to the requirements of contract and the sample will be rejected, and in that case the contractor or contractors will be bound to furnish others of the required kind or quality without delay; or, if that be not done, they will be purchased at his or their expense.

Payments will be made at this office on proper receipts, after the accounts therefor shall have been properly approved.

Each copy of each proposal must have a copy of this advertisement (a slip from a newspaper) pasted at its head.

The right is reserved to reject any or all proposals, if such a course should be deemed for the interest of the Government.

No bids will be considered from persons who have failed to comply with the requirements of a former contract.

No contract, or part thereof, will be permitted to be assigned or filled by other parties without the written consent of the Secretary of the Interior.

No bids will be considered for goods delivered at the agencies, except as specified in this advertisement.

No proposal will be considered that does not strictly comply with the following form:

"I (or we) propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs, dated March 20, 1873, the following articles, at the prices thereto affixed. (Here insert the list of articles proposed to be furnished.) Said articles are to be delivered in (here insert the proposed place of delivery) by the (insert date.) And if this proposal be accepted I (or we) will, within ten days after being notified, execute a contract accordingly, and give security to the Commissioner of Indian Affairs for the faithful performance of the same."

No bid will be considered unless accompanied by a guarantee in the following form, to be signed by two responsible persons, whose sufficiency must be certified by a United States judge or district attorney.

"We hereby, jointly and severally, guarantee that the above bidder, (or bidders,) if a contract shall be awarded to him (or them) according to his (or their) bid or proposal, will execute a contract accordingly, and give the requisite security for the faithful performance of the same, as prescribed in the advertisement for proposals for Indian supplies, dated March 20, 1873; and in the event of his (or their) failure to do so, we hereby agree and bind ourselves, our heirs, executors, and administrators, to forfeit and pay to the United States, as damages, a sum not less than fifteen per cent. on the amount of said bid or proposal."

Bonds will be required in the amount of the bid for the faithful performance of the contract, with two or more sureties, whose sufficiency must be certified to by a United States judge or district attorney.

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Each bidder must designate his place of business, where communications sent to him will be received, the same to be entered in his contract, should one be awarded him.

Proposals should be inclosed in an envelope, addressed to the undersigned, and indorsed "Proposals for supplies for Indians."

Bidders are invited to be present at the opening of the bids.

The bids will be opened in the presence of the Board of Indian Commissioners and a committee to be designated by the Secretary of the Interior, as soon as the time for receiving the same shall have expired, and the contracts will be awarded as soon thereafter as practicable.

H. R. CLUM, Acting Commissioner.

CONTRACT.—A. H. WILDER, SAINT PAUL, MINN.

Transportation.

Articles of agreement made and entered into this twentieth (20) day of May, A. D. 1873, by and between Edward P. Smith, Commissioner of Indian Affairs, for and in behalf of the United States, of the first part, and A. H. Wilder, Saint Paul, Minnesota, of the second part, witnesseth, that the said party of the second part agrees to transport from Sioux City, Iowa, to the places and at the rates hereinafter named, all the goods and supplies of the Indian Department that may be purchased for the fiscal year ending June 30, 1874, and ready for shipment during the months of May, June, July, August, September, and October, 1873; and should the river be so low at any time that the freight cannot be delivered by boat, the said party of the second part agrees to transfer to their destination by land such Indian goods and supplies as may be turned over to them for transportation, to Indian agencies above Sioux City, without any additional charge to the United States, as follows:

	May & June, 1873.	July, 1873.	August, 1873.	Sept. & Oct., 1873.
	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.
From Sioux City, Iowa, to Santee agency	\$0 05	\$0 10	\$0 15	\$0 15
Yankton agency	10	05	35	40
Ponca agency	05	10	15	20
Upper Missouri agency	20	25	60	65
Cheyenne agency	30	40	85	95
Grand River agency	45	65	90	1 00
Fort Berthold agency	50	60	80	90
Fort Randall agency	10	20	35	60
Fort Peck agency	30	1 25	2 00	2 50
Fort Benton agency	1 00	1 50	2 25	3 25

The said party of the second part further agrees to receive said goods and supplies at Sioux City, Iowa, whenever the same shall be consigned to him, and to transport them to their destination without any unnecessary delay; and he further agrees to provide for warehouse privileges at Sioux City on all goods and supplies until such time as the boats shall remove them.

In consideration of the faithful performance of this agreement on the part of the party of the second part, the said party of the first part agrees to pay or cause to be paid to the said party of the second part, his executors, administrators or assigns, for all services rendered under this contract, in accordance with the rates above designated, on the presentation at the Office of Indian Affairs, in Washington, D. C., of receipted bills of lading signed by the Indian agents stationed at the points above named respectively.

It is, however, further agreed that before the United States shall be bound by this contract a bond in the sum of one hundred thousand dollars (\$100,000) shall be executed by the said party of the second part, with two or more good and sufficient sureties, the said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

It is hereby expressly understood that no member of Congress shall be admitted to any share or part of this contract, or any benefit to arise therefrom, which provision is hereby inserted in compliance with the third section of an act concerning public contracts approved the 21st of April, 1803; and it is therefore understood that the provisions contained in the first section of said act are hereby made a part and parcel of this agreement.

In witness whereof the parties hereto have set their hands and seals on the day and year first above written.

EDW. P. SMITH, [L. s.]
Commissioner of Indian Affairs.

H. R. CLUM, as to E. P. Smith.

A. H. WILDER. [SEAL.]

In presence of—
SAM. GORDON.
EDW. CORNING.

Bond.

Know all men by these presents that we, A. H. Wilder, of Saint Paul, Minn., as principal, and E. F. Drake, Jno. L. Merriam, and Jas. C. Burbank, of Saint Paul, Minn., as sureties, are held and firmly bound to the United States of America in the penal sum of one hundred thousand dollars, (\$100,000,) lawful money of the United States, for which payment, well and truly to be made, we and each of us do bind ourselves, our heirs, executors, and administrators, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such, that whereas the above bounden A. H. Wilder has this day entered into an agreement with Edw'd P. Smith, Commissioner of Indian Affairs, acting for and in behalf of the United States, to transport Indian goods and supplies from Sioux City, Iowa, to the Santee, Yankton, Ponca, Upper Missouri, Cheyenne, Grand River, and Berthold Indian agencies, and to Forts Randall, Peck, and Benton :

Now, therefore, if the said A. H. Wilder shall transport and deliver the goods and supplies as provided for in said contract or agreement to the several places and within the time and in the manner mentioned in said agreement, and shall in all things comply with and fully execute all the stipulations contained in said agreement, then this obligation shall be null and void ; otherwise be and remain in full force and virtue.

In witness whereof we have hereunto set our hands and seals this 20th day of May, A. D. 1873.

A. H. WILDER.	[SEAL.]
E. F. DRAKE.	[SEAL.]
JNO. L. MERRIAM.	[SEAL.]
JAMES C. BURBANK.	[SEAL.]

Witnesses :

SAM. GORDON.
GUS. HENMANN.

Statement of contracts for Indian supplies for fiscal year 1873-'74, made under advertisement.

Date of contract.	Name of contractor.	Articles contracted for.	Price.	Amount of contract.	Amount paid under contract up to April 1, 1874.	Lower bids, (but not for the class of cattle required, except those of Wilder and Slavens.)		
						Name of bidder.	No. of bid.	Price.
July 1, 1873	G. M. Dodge, Council Bluffs, Iowa, bid No. 34.	500,000 pounds beef at Santee agency; 6 months Texas, 6 months Northern wintered.	0.0276½	\$13,812 50	\$10,730 78	J. W. Bosler	31	\$0.0274
						O. S. Dawson	32	0.0269½
						T. Cornish	41	0.0225
		1,800,000 pounds beef at Yankton agency; 6 months Texas, 6 months Northern wintered.	0.0276½	49,725 00	41,703 19	Oen Fling	42	0.0256
						J. B. Harlan	43	0.0267
						A. H. Wilder	52	0.0272½
						J. Beard	119	0.0245
						T. Carney	141	0.0275
						J. W. L. Slavens	35	0.0273
						J. W. Bosler	31	0.0274
						O. S. Dawson	32	0.0269½
						T. Cornish	41	0.0225
						Oen Fling	42	0.0257
						J. B. Harlan	43	0.0265
						A. H. Wilder	52	0.0272½
						J. Beard	119	0.0245
						T. Carney	141	0.0269
						J. W. Bosler	31	0.0270
						O. S. Dawson	32	0.0269½
						T. Cornish	41	0.0225
						Oen Fling	42	0.0253
						J. B. Harlan	43	0.0263
						A. H. Wilder	52	0.0272½
						W. M. Please	56	0.0271
						J. Beard	119	0.0245
						T. Carney	141	0.0265
May 20, 1873	A. H. Wilder, Saint Paul, Minn., bid No. 52.	5,000,000 pounds beef at Whetstone agency; 6 months Texas, 6 months Northern wintered.	0.0272½	136,250 00	140,760 93	J. W. Bosler	31	0.0265
						O. S. Dawson	32	0.0269½
						T. Cornish	41	0.0225
						Oen Fling	42	0.0251
						J. B. Harlan	43	0.0262
						J. Beard	119	0.0248
						T. Carney	141	0.0270
						J. W. Bosler	31	0.0265
						O. S. Dawson	32	0.0269½
						W. M. Please	56	0.0269
						T. Cornish	41	0.0225
						Oen Fling	42	0.0252
						J. B. Harlan	43	0.0261
						O. G. Thrall	103	0.0258
						R. Middleton	124	0.0249
		5,000,000 pounds beef at Red Cloud agency; 6 months Texas, 6 months Northern wintered.	0.0272½	136,250 00	186,415 32			

May 22, 1873	J. W. L. Slavens, Kansas City, Mo., bid No. 35.	1,850,000 pounds beef at Upper Missouri agency; 6 months Texas, 6 months Northern wintered.	0.0273	50,505 00	40,718 64	J. Beard	119	0.0245
		5,000,000 pounds beef at Grand River agency; 6 months Texas, 6 months Northern wintered.	0.0273	136,500 00	131,476 76	M. Dalton	126	0.0264
May 1, 1873	T. C. Buckley	1,370,000 pounds beef, Upper Arkansas agency.	0.0209			Lewis Stone	150	0.0245
		2,500,000 pounds beef, Kiowa agency.	.0192½	98,454 00	73,114 66	O. S. Dawson	32	0.0269½
May 1, 1873	Armour Plankinton & Co., bid No. 88.	1,130,000 pounds beef, Wichita agency.	0.0192			T. Cornish	41	0.0225
		300,000 pounds bacon for Red Cloud agency.	.10½			Oen Fling	42	0.0252
May 1, 1873	J. E. Booge, Sioux City, bid No. 23.	39,375 pounds bacon for Upper Arkansas agency.	.13			J. B. Harlan	43	0.0264
		54,000 pounds bacon for Kiowa agency.	.13			A. H. Wilder	52	0.0272½
May 1, 1873	G. M. Dodge, Council Bluffs, (Bid 37.)	28,125 pounds bacon for Wichita agency.	.13	47,295 00	43,346 12	J. Beard	119	0.0245
		36,000 pounds bacon for Santa agency.	.10½			T. Carney	141	0.0269
May 1, 1873	P. H. Kelly, Saint Paul, bid 125.	84,000 pounds bacon for Yankton agency.	.10½			O. S. Dawson	32	0.0269½
		300,000 pounds bacon for Whetstone agency.	.10½			T. Cornish	41	0.0225
May 1, 1873	P. H. Kelly, Saint Paul, bid 125.	108,000 pounds bacon for Upper Missouri agency.	.10½			Oen Fling	42	0.0251
		180,000 pounds bacon for Cheyenne River agency.	.10½			J. B. Harlan	43	0.0262
May 1, 1873	P. H. Kelly, Saint Paul, bid 125.	150,000 pounds bacon for Milk River agency.	.10½	122,340 00	86,672 19	J. Beard	119	0.0245
		300,000 pounds bacon for Grand River agency.	.10½			T. Carney	141	0.0265
May 1, 1873	P. H. Kelly, Saint Paul, bid 125.	1,200,000 pounds flour for Whetstone agency.	0.0240			A. H. Wilder	52	0.0272½
		1,200,000 pounds flour for Red Cloud agency.	0.0240	57,600 00	30,392 16			
May 1, 1873	P. H. Kelly, Saint Paul, bid 125.	600,000 pounds flour for Upper Missouri agency.	0.0317½			L. H. Ayer	54	0.287½

Statement of contracts for Indian supplies—Continued.

Date of contract.	Name of contractor.	Articles contracted for,	Price.	Amount of contract.	Amount paid under contract up to April 1, 1874.	Lower bids, (but not for the class of cattle required, except those of Wilder and Slavens.)		
						Name of bidder.	No. of bid.	Price.
May 1, 1873	P. H. Kelly, Saint Paul, bid 125.	1,200,000 pounds flour for Grand River agency. 700,000 pounds flour for Cheyenne River agency. 480,000 pounds flour for Yankton agency. (Or its equivalent in wheat, 4½ bushels of wheat to be reckoned both in quality and price as 200 pounds flour.)	\$0.0317½ 0.0317½ 0.0317½	\$94,615 00	\$88,978 61			
Withdrawn. (See note in last column.)	*John H. Martin, Cheyenne, W. T., bid No. 11.	276,000 pounds flour for Upper Arkansas agency. 500,000 pounds flour for Kiowa agency. 138,300 pounds flour for Wichita agency. (To be made of winter-wheat and be delivered at Kansas City, Missouri, or Lawrence, Kansas.)	0.0325 0.0325 0.0325	29,714 75		R. A. Overall & Co.....	67	\$0.312
May 1, 1873.....	P. H. Kelly, Saint Paul. (Bid No. 125.)	2,000,000 pounds flour, to be delivered at Milk River agency, M. T.	0.0470	94,000 00	20,778 70	J. G. Baker..... T. Thompson..... N. Story..... C. A. Broadwater..... R. Leckey..... Church & Co..... W. J. Gaw..... J. Meyers..... R. Middleton.....	22 47 53 97 115 116 125 145 151	0.0440 0.0445 0.0430 0.6425 0.0325 0.0425 0.0450 0.0275 0.0425
May 1, 1873.....	Nelson Story, Bozeman, M. T. (Bid No. 53.)	25,000 pounds bacon, clear sides, delivered at Blackfeet agency, M. T.	.13	3,250 00	767 00	Solomon Star..... J. E. Booge.....	110	.12 .10½
May 1, 1873.....	Do.....	80,000 pounds bacon, clear sides, delivered at the Crow agency, M. T.	.13	10,400 00	9,556 82	W. J. Gaw..... J. E. Booge.....	118	.12 .10½

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May 1, 1873.....	Nelson Story, Bozeman, M. T. (Bid No. 53.)	70,000 pounds native cattle, at Blackfeet agency, M. T.	0.0233	1,631 00	1,500 52	R. Leckey.....	115	0.0200
May 1, 1873.....	Do.....	225,000 pounds native cattle at Crown agency, M. T.	0.0233	5,242 50	16,838 38	Church & Co.....	116	0.0225
May 1, 1873.....	C. A. Broadwater, Helena, M. T.	150,000 pounds beef at Milk River agency.	0.0245	3,675 00	27,664 14	J. Myers.....	145	0.0225
May 1, 1873.....	E. C. Knight & Co., Philadelphia. (Bid No. 146.)	1,130,000 pounds sugar, to be delivered (freight added) in Sioux City, Omaha, and Saint Louis.	0.0874	98,762 00	101,794 71	E. C. Knight & Co.....	127	0.0724
May 1, 1873.....	B. G. Arnold & Co., New York. (Bid No. 98)	555,900 pounds coffee.....	0.2159	120,018 81	124,320 59	E. H. Garbutt & Co.....	38	0.08½ to .09½
May 1, 1873.....	Franklin MacVeagh & Co., Chicago. (Bid No. 65).	69,300 pounds tobacco.....	0.43½	30,145 50	30,145 50	Allen, Coyle & Co.....	8	.07½ to .0861
May 1, 1873.....	Goodwin, Behr & Co., Saint Louis. (Bid No. 76.)	135,700 pounds No. 1 palm soap...	0.04½	6,106 50	6,434 10	J. T. Baldwin.....	39	.20 to .21½
May 1, 1873.....	Geo. B. Jones, Sioux City.....	90,400 pounds salt.....	0.016	1,054 66	1,060 50	M. E. McDowell & Co....	1	.41 to .45
May 1, 1873.....	E. H. Garbutt & Co., New York.	42,000 pounds saleratus.....	0.06½	2,835 00	3,778 05	I. W. Brook.....	79	.39½
						Dohan & Tait.....	119	.40 to .42
						E. H. Garbutt & Co.....	38	.42½ to .45
						E. B. Tennant & Co.....	85	.43
						J. E. Booge.....	51	.40 to .50
						Beaupre & Kelly.....	120	.42 to .54

* Subsequent to the award to Martin, it was ascertained that he was a defaulting bidder with the Quartermaster's Department, and the award was withdrawn and contract made with E. Fenlon. (See statement of "Private contracts.")

Transportation 1873, -'74, (under advertisement.)

						Amount paid under contract to April, 1874.	
May 20, 1873.	A. H. Wilder : Sioux City to—	May and June.	July.	August.	Sept. and Oct.		
	Santee agency	\$0.05 per 100 lbs.	\$0.10 per 100 lbs.	\$0.15 per 100 lbs.	\$0.15 per 100 lbs.	.....
	Yankton agency	0.10 per 100 lbs.	0.15 per 100 lbs.	0.35 per 100 lbs.	0.40 per 100 lbs.	.....
	Ponca agency	0.05 per 100 lbs.	0.10 per 100 lbs.	0.15 per 100 lbs.	0.20 per 100 lbs.	.....
	Upper Missouri agency	0.20 per 100 lbs.	0.25 per 100 lbs.	0.60 per 100 lbs.	0.65 per 100 lbs.	.....
	Cheyenne agency	6.30 per 100 lbs.	0.40 per 100 lbs.	0.85 per 100 lbs.	0.95 per 100 lbs.	.....
	Grand River agency	0.45 per 100 lbs.	0.65 per 100 lbs.	0.90 per 100 lbs.	1.00 per 100 lbs.	.....
	Fort Berthold agency	0.50 per 100 lbs.	0.60 per 100 lbs.	0.80 per 100 lbs.	0.90 per 100 lbs.	.....
	Fort Randall agency	0.10 per 100 lbs.	0.20 per 100 lbs.	0.35 per 100 lbs.	0.60 per 100 lbs.	.....
	Fort Peck agency	0.90 per 100 lbs.	1.25 per 100 lbs.	2.00 per 100 lbs.	2.50 per 100 lbs.	.....
	Fort Benton agency	1.00 per 100 lbs.	1.50 per 100 lbs.	2.25 per 100 lbs.	3.25 per 100 lbs.	.....	\$26,962 52
		Per 100 pounds from Sioux City to destination.				.....
		Fort Randall to Wheistone agency, per 100 pounds per 100 miles.				.....
May 28, 1873.	D. J. McCann.....	Cheyenne to Red Cloud agency, per 100 pounds per 100 miles.....				1.20	2,731 64
May 24, 1873.	Frank Chapman.....	Pueblo to Fort Defiance, New Mexico, per 100 pounds per 100 miles...				1.00	1,498 07
May 24, 1873.	Frank Chapman.....	Pueblo to Los Pinos agency, Colorado, per 100 pounds per 100 miles...				1.50	Contract not carried out by Chapman.
							H. C. Lovell..... 1.10 E. B. Allen..... 1.35 (Contract awarded to H. C. Lovell, but he declined to execute it.

CONTRACTS FOR INDIAN SUPPLIES AND TRANSPORTATION. 275

Statement of contracts entered into by the Indian Office without advertisement, during the fiscal year ending June 30, 1873.

Contractor.	Date.	Object of contract and rate.
A. H. Wilder.....	June 4, 1872	Transportation of supplies from Fort Randall to Whetstone agency, Dakota, at the rate of \$1.32 per 100 pounds per 100 miles.
A. H. Wilder.....	May 20, 1873	For the delivery at Fort Berthold agency of 300 head of beef cattle and 500 tons of hay, at the rate of 5¢ cents per lb. gross for the beef, and \$15.25 per ton for the hay.
N. P. R. R. Co.....	May 13, 1873	Transportation of supplies, &c., from New York and Philadelphia to Forts Benton and Peck, Montana, at \$2.70 per 100 pounds, and from Chicago to same places at \$2.30 per 100 pounds.
E. P. Fenlon.....	May 15, 1873	276,000 pounds flour, for Upper Arkansas agency, \$5.90 per 100 pounds.
		500,000 pounds flour, for Kiowa agency, \$6.76 per 100 pounds.
		133,300 pounds flour, for Wichita agency, \$6.34 per 100 pounds.
P. A. Largy.....	June 20, 1873	500,000 pounds XX flour, for Crow agency, Mont., at \$2.68 per 100 pounds.
		150,000 pounds XX flour, for Blackfeet agency, at \$3 per 100 pounds.
J. M. Barney.....	June 23, 1873	Fresh beef, to be delivered at the Colorado River, Camp Verde, Chiricahua and White Mountain, San Carlos and Camp Apache divisions, Indian reservations in Arizona, at 5 cents per pound, gross.

NOTE.—Flour under contracts with E. P. Fenlon and P. A. Largy is delivered at the different agencies named therein.

Mr. Chairman and Gentlemen of the Committee :

By your permission, I wish to submit a brief statement of the testimony presented before you in the matter of the investigation in regard to contracts for Indian supplies and transportation for the fiscal years ending June 30, 1873, and June 30, 1874.

On the 10th of March last, the House of Representatives passed the following resolution :

Whereas repeated complaints have been made of fraud, unfairness, and irregularity in the matter of contracts for Indian supplies and transportation for the fiscal years ending June 30, 1873, and June 30, 1874, by which it is alleged that contracts have been awarded at rates greatly in advance of those at which other responsible persons proposed to furnish the same supplies and render the same service, and in many instances privately, without the advertisement as required by law, thus defrauding the Government to an alarming extent : Therefore,

Resolved, That the Committee on Indian Affairs be directed to make a thorough investigation into the facts connected with the transactions above referred to, and make report thereof to this House, setting forth in detail what grounds, if any, exist for the complaints referred to ; what persons, if any, connected with the administration of Indian affairs are responsible therefor, or are in any way interested therein ; and what legislation, if any, is necessary to prevent like abuses in the future. That said committee have power to send for persons and papers, and have leave to report at any time.

This resolution was thought by those engaged in the prosecution of the investigation to be too narrow in its scope, and on the 18th of April last it was supplemented by the following :

Resolved, That the resolution passed by this House on the 10th day of March last, directing the Committee on Indian Affairs to investigate the matter of contracts for Indian supplies and transportation for the fiscal years ending June 30, 1873, and June 30, 1874, be so amended and enlarged as to require said committee to make a thorough investigation into all frauds, unfairness, or irregularity, if any, connected with the administration of Indian affairs for the years named, and that said committee make report thereon as required by the resolution aforesaid.

I analyze the above resolutions, and find that they contain by implication the following charges :

1st. Of fraud, unfairness, and irregularity in the matter of contracts for Indian supplies, &c.

2d. That contracts have been awarded at rates greatly in advance of those at which other responsible parties proposed to furnish the same supplies:

3d. That private contracts have been awarded without the advertisement as required by law.

Upon these points I wish to offer a brief summary of the evidence you have taken to sustain those charges, and to show that they have been made wantonly, and that they are without a shadow of foundation in fact.

Your committee has held frequent sessions, examined a large number of witnesses representing all the different branches of the Indian service, the contractors, and the unsuccessful bidders. The largest latitude has been given to the examination; we have offered no objection whatever to any testimony that has been presented, but have uniformly courted the fullest and most searching investigation.

Ordinary custom would have suggested the propriety of presenting charges and specifications in the usual form, pending the investigation; but nothing of the kind was done, and we refrained from requesting it, preferring to allow the committee to pursue the investigation in its own way, without any suggestion from us. To a summary of the results, your attention is respectfully invited.

1st. In regard to the charges of fraud, unfairness, and irregularity in the matter of contracts.

Upon this point all the witnesses were interrogated directly. Messrs. Dawson and Pleas, unsuccessful bidders, in reply to the formulated question, said that their bids were lower than those under which contracts had been awarded. Upon this point I will have more to say hereafter. Mr. William Welsh, of Philadelphia, was examined under oath, and, on account of his frequent and wide-spread charges of wrongdoing in the conduct of Indian affairs, I quote the entire proceedings of the session of the committee at which his testimony was taken:

WASHINGTON, D. C., April 2, 1874.

Mr. WILLIAM WELSH, of Philadelphia, appeared before the committee, and, on affirmation, made the following statement:

I reside in Philadelphia; am a merchant; my age is 66.

By the CHAIRMAN:

Question. Do you know of any fraud, unfairness, or irregularity in the matter of contracts for Indian supplies or transportation for the fiscal years ending June 30, 1873, and June 30, 1874, or of any fraud, unfairness, or irregularity in the execution of any such contract tending to show fraud, unfairness, or irregularity in the making thereof?—Answer. I have knowledge of contracts irregularly made. My knowledge relates to contracts for supplies. Of contracts for transportation I have knowledge only through the board of Indian commissioners, not personally. By irregularity I mean without notice to the board of Indian commissioners, without advertising, or the other public notice that is indicated in the law. I mean that kind of irregularity.

By Mr. HARRIS:

Q. The question is whether you know of any fraud, unfairness, or irregularity in the execution of contracts, tending to show fraud, unfairness, or irregularity in the making of them?—A. I answer, that outside of that derived from the board of Indian commissioners I have no knowledge on that subject.

By Mr. RICHMOND:

Q. Do you know of any irregularities or frauds in the making of contracts for supplies and transportation between the Government or its agents and the contracting parties?—A. No, sir; I have no knowledge.

Adjournment.

Two members of the executive committee of the board of Indian commissioners, Messrs. Dodge and Bishop, and two members of the purchasing committee, Messrs. Dodge and Campbell, and also the sec-

retary of the board, were examined. To each of them the usual question was proposed: "Do you know of any frauds on the part of any officers of the Indian Bureau, or on the part of any members of the board of Indian commissioners in connection with the letting of contracts for furnishing supplies and transportation for the Indians during the fiscal years 1873 and 1874?" In the case of each one of the witnesses above named, the question was answered negatively, as it was by every other witness to whom it was put.

Is it necessary to say more on this point? Could anything I can offer by way of argument or suggestion add one iota to the complete vindication which such testimony affords? These men are, or ought to be, thoroughly familiar with every detail of those portions of the Indian service over which they have supervision. They are men of rare intelligence and of most extensive business experience. It is their duty to familiarize themselves with details. If they are ignorant, their ignorance is a crime, for Congress has charged them with responsibilities in regard to the Indian service which they could neither transfer nor avoid. If, knowing of frauds and irregularities, they are silent, their silence is equally criminal. But they have said, in unmistakable terms, that they know of neither fraud, unfairness, nor irregularity in the administration of Indian affairs during the time named.

One of the witnesses above named, Mr. Welsh, has been guilty of a grave misdemeanor, in that he has published serious charges against officers of the Indian service, involving their reputations for integrity and honor. No steps have been taken to refute these charges, save in the attempt to get Mr. Welsh to substantiate them under the solemnity of an oath upon the witness-stand. Those efforts have failed, either through the refusal of Mr. Welsh to appear when summoned, as he did in one case, or, appearing, in stating, as he did before your committee, that he knew of no irregularities or frauds in the making of contracts for Indian supplies and transportation between the Government or its agents and the contracting parties, or in the execution of said contracts.

Mr. Welsh finds it one thing to write in the quiet seclusion of his sumptuous residence the charges which may destroy the fair name of a Christian gentleman of high character, and quite another thing to meet the man whom he has maligned face to face upon the witness-stand, and there make good his charges. If Mr. Welsh's statements in his published letters were true, then is his testimony before your committee false, and *vice versa*. Let him choose whichever of the propositions he may. To an honorable gentleman the solemnity of an oath is but a legal form, giving no additional weight to his testimony; and he who makes a different statement under oath from that which he makes elsewhere is entitled to belief in neither case.

Among the implied irregularities against officers of the Indian service is the allegation that the Secretary of the Interior has overruled the decision of the board of Indian commissioners in regard to the payment of vouchers for goods and supplies. It is undoubtedly true that the Secretary of the Interior has overruled the board, not only in the case of some of the accounts which they had refused to approve, but in some of those which they had approved, paying the former and refusing to pay the latter. Was this action of the Secretary irregular or fraudulent? Let us examine it more carefully. "Irregular," according to Webster, means "not in conformity to laws." Was the action of the Secretary in thus overruling the board in conformity to law? By reference to the law of Congress prescribing the duties of the board, (Statutes, vol. 16, p. 568,) I find the following provision:

That hereafter no payments shall be made by any officer of the United States to contractors for goods or supplies of any sort furnished to the Indians, or for the transportation thereon, or for any buildings or machinery erected or placed on their reservations, under or by virtue of any contract entered into with the Interior Department, or any branch thereof, on the receipts or certificates of the Indian agents or superintendents for such supplies, goods, transportation, buildings, or machinery, beyond 50 per cent. of the amount due until the accounts and vouchers shall have been submitted to the executive committee of the board of commissioners appointed by the President of the United States, and organized under the provisions of the fourth section of the act of April tenth, eighteen hundred and sixty-nine, and the third section of the act approved April [July] fifteenth, eighteen hundred and seventy, for examination, revision, and approval; and it shall be the duty of said board of commissioners, without unnecessary delay, to forward said accounts and vouchers so submitted to them to the Secretary of the Interior, with the reasons for their approval or disapproval of the same, in whole or in part, attached thereto; and said Secretary shall have power to sustain, set aside, or modify the action of said board, and cause payment to be made or withheld as he may determine.

Here is the express authority of law for the action of the Secretary in overruling the board. The law recognizes the Secretary of the Interior as the responsible head of the Department, charged with the control of Indian affairs, and clothes him with the necessary power to properly conduct that business. If the action of the board were final, then the Secretary would be hindered in his functions and prevented from carrying out the duties assigned him. No man of independence and capacity would accept such a charge for a moment. No man could manage the Indian service hampered by such a regulation. The Secretary but exercised his legal right, and in doing so was not therefore doing anything irregular or fraudulent. Your attention is invited to the testimony of Mr. Bishop, of the executive committee, upon this point:

By Mr. HARRIS :

Q. In all this matter do you treat or speak of anything as irregular which is not in violation of law?—A. I don't think I should.

Q. Would you say that anything was irregular or improper which it was in the power of the Indian Department to do without your consent?—A. I should not.

Q. Are you a lawyer?—A. No, sir; not practically. I once read law.

Q. In reference to what you have already said as to your regarding some proceedings as irregular, is it not a familiar fact that the Interior Department or the Secretary of the Interior, as a matter of law and practice, has the authority and the right to overrule the decision of your board?—A. Certainly; and if I had been permitted in the beginning to state what the Secretary of the Interior told me, it would have thrown a good deal of light on a good deal of the ground which you have gone over.

By Mr. McNULTA :

Q. What did the Secretary of the Interior say to you on this subject of examining and acting on the accounts?—A. The Secretary of the Interior, at my request, understood, and I told him distinctly, that I should act in accordance with the law as I understood it, and that the discretionary power should be all left to him, as the law placed it in his hands. I told him that if an account was irregular, even though there was no indication of fraud, I should pronounce it irregular, and send it to him to act upon, in order that the exercise of the discretionary power might be by the party to whom that power was given by law; and I may add here that the Secretary of the Interior requested me to state this if I had an opportunity—to state that I had exercised no discretion in dealing with the accounts, but had simply adhered to the law as I received it from good authority; and I have never exercised discretionary power in any case, but have left it with the Secretary, where the law places it.

Q. You understand, then, that the Secretary has merely exercised that discretion which is placed in him by law in overruling your judgment in those matters?—A. Yes, sir; he had a right to do it, and take the responsibility.

Q. Do you know of any wrong act or purpose of his in doing so—anything outside of the legitimate exercise of that discretionary power?—A. I do not, because I have never taken pains to inform myself.

Q. Then, as far as you know, the Secretary has just done what he had a right by law to do?—A. I have never had reason to suppose that he has done anything that the law does not authorize him to do. Of course he takes the responsibility of his own acts.

Thus it is shown that the power to overrule the board is vested in the Secretary of the Interior; that he is responsible for the conduct of In-

dian affairs, and that the executive committee was of the opinion that all discretion was in the Secretary, and that he had the authority to overrule the board. It will also be observed that Mr. Bishop, of the executive committee, although disapproving accounts, expressly says that such action did not imply that there was any indication or suspicion of fraud in the voucher acted on. The transaction was not irregular, therefore not illegal, and there was no suspicion of fraud. What further proof do you need to complete the vindication of the Department? Its vindication is certainly complete, to the satisfaction of the most critical and zealous prosecutor.

Your attention is invited, now, to the second division of the subject, in which it is alleged that contracts have been awarded at rates greatly in advance of those at which other responsible parties proposed to furnish the same supplies.

To treat this branch of the subject properly, your indulgence is asked to an examination, at some length, of the law and the custom in regard to the awarding of contracts for supplies. The only law on the subject is in section 10 of an act of Congress approved March 2, 1861, (Stat., vol. 12, p. 220,) which is as follows :

That all purchases and contracts for supplies or services, in any of the departments of the Government, except for personal services, when the public exigencies do not require the immediate delivery of the article or articles, or performance of the service, shall be made by advertising a sufficient time previously for proposals respecting the same. When immediate delivery or performance is required by the public exigency, the articles or service required may be procured by open purchase or contract at the places and in the manner in which such articles are usually bought and sold, or such services engaged between individuals. No contract or purchase shall hereafter be made, unless the same be authorized by law or be under an appropriation adequate to its fulfillment, except in the War and Navy Departments, for clothing, subsistence, forage, fuel, quarters, or transportation, which, however, shall not exceed the necessities of the current year.

I know of no other law on the subject, and it is believed that there is none other.

It will be observed that the law contains no requirement in regard to the lowest bidders, and places no restriction whatever upon any officer in regard to the awards. This was not an accidental omission, but a wise provision, which would not tend to hamper an officer, nor establish an inflexible rule under which he would be compelled to act in violence to his convictions of what was best for the interests of the Government. Publication was required that all persons might know of the desire of the Government to purchase certain products, and those wishing to do so were invited to offer their proposals. The law-makers well knew that no officer of the Government would dare to reject the bid of any honorable and responsible citizen, if it proved the best in every regard, simply for the purpose of favoring another and a higher bidder. The law does not require the acceptance of the lowest bid, neither does the advertisement. You will observe that by the advertisement it is published to the country that "sealed proposals in duplicate will be received," &c., and that "the right is reserved to reject any or all proposals, if such a course should be deemed for the interest of the Government."

Admitting, then, for the sake of the argument, that contracts have been awarded at rates in advance of what other responsible persons proposed to furnish the same, and what law, or regulation, or agreement, express or implied, has been violated? Clearly none whatever, as I have shown above.

But contracts have *not* been awarded at rates greatly or any in advance of those at which other *responsible* parties proposed, as I shall

show. Let us examine the bids of Mr. Dawson and Mr. Pleas and their testimony in regard to their bids. Each of them claims to have put in a bid lower than those on which awards were made. If this is true, there must have been some good and sufficient reasons known to the awarding committee for setting aside those bids. What were those reasons?

In the first place, the awarding committee consisted of Messrs. Stuart, Dodge, Farwell, and Campbell, of the board of Indian commissioners, the Commissioner of Indian Affairs, the Assistant Secretary of the Interior, and Messrs. Cox and White of the Interior Department. The testimony of all the witnesses goes to show that the decision of the awarding committee was unanimous in regard to the bids of Messrs. Dawson and Pleas; and in view of the number of gentlemen composing the committee, is it not reasonable to conclude that their reasons for rejecting those bids were entirely satisfactory? Under the law above cited, requiring advertisement and the terms of the advertisement, it must be clear to the minds of all that no one has any right to call in question the conclusion at which that committee arrived, unless fraud can be proven, which I do not understand to be even suspected in this connection. To those of the committee who heard the testimony of Messrs. Dawson and Pleas, and carefully examined the written bids of those gentlemen, it must be as clear as noonday that those bids were rejected because the parties to them were not only not responsible men, and not competent to carry out so important contracts, but that, in the case of one of them at least, the bid itself was so full of erasures and interlinations that no one could tell by it what was intended. Even the name of the bidder had been tampered with, as had also the names of the guarantees. An examination of Pleas's bid, in connection with those of Flinn and Harlan, shows them all drawn by the same hand, all similarly mutilated, and that, too, by so ignorant a person that he did not seem to know how to spell the given name of one of the bidders, whose existence has not yet been proven to the satisfaction of any one in the Indian Office.

The most careful examination, including inquiry of the references named in New York, convinced the awarding committee that none of the men whose bids were apparently lower than those which were accepted were responsible or competent in any way to fulfill their bids, should contracts be awarded them. The testimony of Messrs. Dodge, Campbell, and Cree, and also of Commissioner Smith, fully confirms my statements in this regard.

It was understood to be the duty of the awarding committee to award the contracts, not to the lowest bidder, but to those bidders who, on careful examination, were found to be qualified pecuniarily and otherwise to furnish supplies on the best terms. It happened sometimes that bids were presented at prices below what the supplies could be bought for in any market. These bids were invariably rejected, as they were *prima facie* fraudulent, and impossible of execution. These rules are of universal recognition as governing the letting of contracts either in public or private business, and their propriety will scarcely be questioned by any disinterested, intelligent person.

The third charge is that private contracts have been awarded without the advertisement as required by law. You are respectfully referred to the law regulating advertisement, cited above, and to the exception which is as follows:

“When immediate delivery or performance is required by the public exigency, the articles or service required may be procured by open pur-

chase or contract at the places and in the manner in which such articles are usually bought and sold, or such services engaged between individuals."

Here there is an exception to the rule requiring advertisement, which confers a discretion upon some one to dispense with advertisement in cases of emergency. Who is to be judge of the emergency? The law is silent, and it is therefore to be concluded that the officer whose duty it is, under the law, to make the purchases, is the one upon whom this discretion is conferred. The Commissioner of Indian Affairs, therefore, in this case, was the officer who alone could exercise that discretion. Did he exercise it with good judgment or otherwise? This is one of the questions you are called upon to answer.

Three specifications only have been cited under this charge, as follows:

First. The supplemental contract with D. J. McCann, for transportation from Cheyenne City to the Red Cloud agency.

Second. The substitution of corn for flour in the Kelley and Dodge contracts.

Third. The contract with A. H. Wilder for work-cattle, horses, &c.

I claim that the first and third of these transactions were clearly emergencies, to meet which the law above cited vests a proper discretion in the executive officer. McCann was already the contractor for transportation from Cheyenne City to the Red Cloud agency under a contract relative to which there had been and is no difference of opinion. Subsequently the agency was removed some eighty miles farther from Cheyenne City. The transportation for the additional eighty miles was provided for, and there was no one at the site of the old agency to receive the goods if the original contractor should deliver there. At the new agency supplies were needed at once, without a day's delay. Must the Commissioner of Indian Affairs publish his advertisement for thirty days and assemble the awarding committee for the purpose of making this contract, leaving the original contractor to dump his freight in the middle of the prairie, without shelter and without guard; or may he not exercise the discretion vested in him, dispense with the advertisement and make a private contract? In fact the emergency was so pressing that there was not even time to make a private contract before the service was rendered, and the contractor was instructed to perform the additional service, and that a contract would be made with him as soon as possible.

A difference of opinion as to the terms of the contract existed between the Commissioner of Indian Affairs and the executive committee of the board. The difference, however, is not material to the present point under consideration, and will not be dwelt upon. It is fully explained in the testimony of the contractor and of Mr. Bishop and Commissioner Smith.

It is charged that the consideration to be paid under the new contract is too much, because the distance is overestimated, and the executive committee refused to approve vouchers for the service on that account. The Secretary of the Interior did not go to the extent that the committee had gone with regard to those vouchers. There was no doubt whatever that some service had been rendered by the contractor, for which he was entitled to compensation. The action of the executive committee would have prevented him from receiving any pay whatever. The Secretary so far modified the action of the committee as to pay the contractor what he had clearly earned, retaining a certain percentage of his claim to await the result of an accurate measurement of the dis-

tance from Cheyenne City to the new Red Cloud agency. In this transaction I seek in vain for any evidence of fraud, irregularity, or unfairness on the part of the Indian Office or of the Department.

In regard to the contract with Mr. Wilder, for work-cattle, &c., which was also made without advertisement, I claim that an emergency existed which fully justified the Commissioner in entering into a private contract. The circumstances attending that contract are clearly stated by Commissioner Smith in his testimony, which I quote :

Q. Why was so large a contract as that made privately, without advertisement and without inviting competition?—A. These cattle had been promised the Sioux since 1868, and money was appropriated in 1868 to buy them; and the friends of these Sioux have been endeavoring for a long while to get the cattle for them. Why they were not furnished I do not know; but when my attention was called to it, some time in June, I think, I immediately started out, getting cattle if possible. There was a question as to whether a certain fund in the Treasury was still applicable to them; whether the appropriation had not lapsed and the money gone back, so that we could not use it. And there was another question as to the treaties: whether these Indians were in condition, so that the fulfillment of the treaty would allow of the use of those funds. When those questions were all settled the season was late, and there was not time for advertisement, and the arrangements on the contract I made with Mr. Wilder I regarded as entirely favorable to the Government; and so the contract was made under the law which allows me on an exigency to make it in that way. The contract was submitted to the board of Indian commissioners and approved by them.

There has never been any question about the entire reasonableness of the prices allowed under this contract, and the evidence that the stock furnished was of the best is perfectly satisfactory. The contract received the approval of the executive committee, and being considered a case of emergency, is entirely regular and above criticism.

We come next to examine the substitution of corn for flour under the Dodge and Kelly contracts. The testimony of Commissioner Smith and Mr. Cree, secretary of the board, furnish a full statement of the circumstances which induced the Indian Office to make the change, and the details of the transaction. The first suggestion of the propriety of the substitution came from Mr. Cree, the secretary of the board, who, in June, 1873, while among the Indians, wrote to the Commissioner of Indian Affairs, recommending the substitution of corn for flour, and reporting that the desire of the Indians for corn was so great that they would exchange a sack of one hundred pounds of flour, worth six dollars, for a peck of corn. On receipt of this letter from Mr. Cree, the Commissioner of Indian Affairs communicated with several Indian agents on the subject, and their replies were generally confirmatory of the propriety of the substitution.

It has been asserted that the price paid for the corn was excessive. In examining this point it must be remembered that the transaction was a substitution and not a purchase. If there had been time to make advertisement, it is not improbable that a somewhat lower rate might have been obtained; but the flour-contractor would not be ignored upon his existing contract. At the time the flour-contract was entered into, the price named therein was considered the lowest market-price. By the fluctuations of the market consequent on the amount and quality of the new crop the price declined, and at the time of the substitution there was a slight margin of profit to the contractor. To this margin of profit the contractor was entitled by every consideration of justice and equity. In making the substitution, therefore, the market-price of flour was taken into consideration, and the exchange arranged to allow the same margin on the corn that was then being realized on the flour, and no more. No reasonable man can offer a valid objection to such an arrangement. In fact it would not have been possible for the Commissioner to have effected the exchange upon any other terms; because the

contractor would have refused to surrender his contract for flour unless upon terms that would leave him uninjured in his business.

If any other rule should prevail it would be in the power of the Commissioner of Indian Affairs, whenever he ascertained that the fluctuations of the market were favorable to contractors to make new contracts, and thus get advantage of the reduction in price. The injustice of such a proceeding must be apparent to any one at a glance, and it is unnecessary to dwell further on the subject. The testimony of the Commissioner is full and frank, setting forth amply the entire details of the arrangement, and the considerations which led him to complete it in the way he did.

I have thus examined all the points referred to in the resolution under which your committee has been acting, and have shown you beyond question that, so far as they may be considered in the light of charges against the Indian Office, they are utterly without foundation. For the last twelve months disappointed bidders, combining with other parties, who from various causes have been thwarted in their designs by the officials in control of the Indian service, have sought to intimidate and black-mail the Office under threats of some wonderful disclosures of fraud which were to shock the country and destroy the reputation of high officials.

These threats have frightened no one, they have influenced no one, in the Indian service; but they have produced this investigation which you have been prosecuting for the past four months. The blackmailers and their abettors have had every opportunity to make good their charges upon the witness-stand, with what result you know. Your investigation has been prosecuted in all directions to the verge of propriety. You have admitted evidence that no court in Christendom would have received, unchallenged by us. We have neither offered objection nor summoned a witness. We have cross-examined but few of the witnesses, and those but slightly. We have afforded every facility for the prosecution of the investigation, both by suggestion and by the furnishing of every needed record. In short, we have been as desirous of bringing to light any fraud or irregularities, if such existed, as the most zealous member of your committee.

Four months have been thus consumed, and I submit that not a solitary item of evidence has been produced going to show any criminality, fraud, irregularity, or unfairness in the conduct of business by the Indian Department, the Indian Office, or any of its subordinates; and I confidently appeal to your honorable committee to so report to the House at the present session. There can be no good end subserved by allowing your report to be put over until the next session of Congress. It is known that this investigation is being prosecuted, and that it has been going on for months. An adjournment without report will be misconstrued by a press, eager for damaging and libelous reports relative to public officials. It is certainly due to all parties implicated that your report shall be made at the present session; and I have such entire confidence in your intelligent understanding of all the evidence as to satisfy me that your conclusions will be the same as those I have expressed above.

B. R. COWEN,
Assistant Secretary.