

WILLIAM HUGHES.

JUNE 22, 1874.—Committed to a Committee of the Whole House and ordered to be printed.

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

REPORT:

[To accompany bill H. R. 3148.]

The Committee on Indian Affairs having had under consideration the bill (H. R. 3148) to confirm the sale of land in Kansas made by Dudley Tucker, a Shawnee Indian, respectfully report :

That William Hughes claims that he bought the tracts or parcels of land described in said bill from said Tucker, as guardian of one Josephine Buck, a Shawnee Indian; said Tucker also is a member of said tribe. It appears that the land in question was sold by order of the probate court of Johnson County, Kansas, in 1869; and the object of the purchaser is to have the sale confirmed. He has not furnished your committee with a copy of the records of said probate court relating to the guardianship of said Dudley Tucker, nor the order, &c., of sale that preceded his alleged function; nor has the deed alleged to have been executed by said guardian been exhibited to your committee. The only evidence furnished your committee by or in behalf of said Hughes is the following affidavit of H. L. TAYLOR:

H. L. TAYLOR, of Johnson County, Kansas, having been first duly sworn according to law, on his oath says that he was United States agent for the Shawnee Indians in the State of Kansas from 1866 to 1869 inclusive. During the time affiant was Indian agent as aforesaid, and on or about the 7th day of October, 1869, William Hughes purchased from Dudley Tucker, a Shawnee Indian, guardian of the person and estate of Josephine Buck, one of said tribe of Shawnee Indians, who was a minor, the land belonging to Josephine Buck hereinafter described, to wit, the northeast quarter of the northwest quarter, the south half of the northwest quarter, and the north half of the southwest quarter, all in section No. one, (1,) in township No. thirteen, (13,) range twenty (20) east of the sixth principal meridian, in the State of Kansas, containing 198 1/4 acres of land, for the sum of three thousand dollars in hand paid by the said Hughes to the said Tucker, guardian as aforesaid. In consideration of the said sum of money, said Tucker, as guardian, executed a deed to said Hughes, bearing date October 7, 1869, which said deed was on the 25th day of November, 1869, approved by the Secretary of the Interior. Affiant further says that the laws of Kansas require that land so sold by guardians shall be appraised and shall be sold for not less than two-thirds of the appraised value, and that guardians shall render accounts to the probate court within whose jurisdiction said guardian shall reside, within a prescribed time. But affiant says that said guardian did not have the land so appraised, and he never rendered an account to said court, and has made a final settlement, leaving a cloud upon the title of said Hughes to the said land. From affiant's official returns with said tribe of Indians he is personally cognizant of the fact that the purchaser, Hughes, paid the said sum of \$3,000 as consideration for the said sale, and that the guardian received the said sum of money. Affiant is personally acquainted with the land so conveyed and regards the price so paid a fair and reasonable price therefor at the date of said sale. Affiant further says that said Hughes made said contract in good faith, and pursued the regular and usual

course prescribed by Government officials at that time for the purchase of Indian titles, and performed fully his part of said contract; that said Dudley Tucker, guardian and said Josephine Buck, the ward, aforesaid, have since said transaction removed to the Indian Territory, and beyond the jurisdiction of Kansas courts, and cannot, now, be compelled by said courts to comply with the laws of Kansas, or to make other and further conveyances. Affiant says that the said Hughes, having invested said sum of money in good faith, now feels unsafe and insecure in his title to the land, and fears that he may at some time be ousted from the same, or be subjected to expensive litigation with reference thereto.

H. L. TAYLOR.

Sworn and subscribed before me this 28th day of April, 1874.

JOHN W. ROSS,
Notary Public

This affidavit was made in the District of Columbia subsequent to the day on which the bill under consideration was filed; a fact of some little importance, taken in connection with other facts hereinafter appearing.

The utmost that can be said of the effect of this affidavit, admitting all therein alleged to be true, is that it shows a defective execution of a statutory power, in at least two or three important respects. Were the transaction free from every taint, or even a suspicion of fraud, it may well be doubted whether it could or should be aided in the manner proposed in this bill. Your committee is unwilling to establish such a precedent in any case; but it is unnecessary to consider this question in the present instance, inasmuch as your committee considers the affidavit insufficient, as well as incompetent, to show a number of facts that should be shown to warrant the proposed legislation, were its propriety otherwise unquestionable; and inasmuch as a court of competent jurisdiction, to wit, the district court, within and for the county of Johnson, in the State of Kansas, has by its judgment and decree set aside the deed made to said Hughes, and ordered that he execute a quitclaim to said Josephine Buck for the land set out in the bill under consideration.

In order to remove all doubt on this point, and show some important facts bearing on the rights of the said Josephine in and to the land described in the foregoing affidavit, your committee invite attention to the following copy of a part of the record made in said district court of Johnson County, Kansas, in a certain cause wherein said Josephine Buck, by her guardian, Jonathan Gore, was complainant, and said William Hughes and said affiant, H. L. Taylor, were respondents.

Your committee think it wholly unnecessary to comment on the facts presented in this record. They present an insuperable bar to the relief sought by the proposed legislation, even if there were none other.

It will be observed that the finding was made, and the decree rendered, in said cause on the 24th of February, 1873 more than a year prior to the making of the affidavit set out in this report. If the facts are not as found by the court, the only remedy left was and is for defendants to take the cause to a higher tribunal and have it reviewed or reversed. If they are as stated in that part of the record set out, the moral turpitude of the effort to perpetuate a base and infamous fraud at the very inception and at every stage of the transaction, is rendered doubly infamous and damaging by the attempts made, and the criminal means used, to secure the passage by Congress of a bill in aid of the scheme. Your committee therefore return the bill under consideration, and recommend that it be laid on the table.