

Report No. 647.

[To accompany bill H. R. No. 514.]

---

HOUSE OF REPRESENTATIVES.

---

WILLIAM SNAVELY.

MAY 30, 1848.

---

Mr. DUNN, from the Committee of Claims, made the following

**REPORT :**

*The Committee of Claims, to whom was referred the petition of  
William Snavely, report:*

That, having examined the case, they find that Mr. Snavely purchased of the United States, at the land office at Laporte, Indiana, on the 2d day of October, A. D. 1835, the southwest quarter of Section No. seven, in township No. thirty-six north, of range No. five west, for the sum of \$192 93, as shown by the certificate of the receiver in that land office, marked A, and printed herewith; said tract of land, at that time, being supposed to be free from all claim or incumbrance, and subject to entry; that he entered upon the same soon after, and made valuable and lasting improvements thereon in good faith, and continued so to occupy until the spring of 1840, when he was turned out of possession under an action of ejectment by an older claimant. He asks to have the purchase money and interest refunded, and to be compensated for his improvements, &c., having as yet never received anything therefor. The papers printed herewith show all these facts fully and clearly, and the character of the claim by which his purchase was superseded, and also that he was guilty of no laches in making his purchase.

The committee are of opinion that he is entitled to be repaid his purchase money, with interest from the date of purchase. Such is the measure of damages between individuals upon the want of title to property in the vendor and consequent loss of it by the vendee; and it is as favorable an assessment as the vendor ought to expect.

It is thought the government ought to recognize the same measure of justice in her contracts and liabilities. As to the demand made by the petitioner for remuneration for his improvements upon the land, the committee are of opinion that no relief can or ought to be granted. He need not to have sustained that loss. He was an occupying claimant, in good faith, under color of title, and *prima facie* a valid title. By the statute of the State in which the lands lie, (Indiana,) after the recovery in ejectment, and before the writ of possession issued, he could have applied to the court trying the cause to have an account and assessment taken of value of the improvements, and of the rents and profits, and the balance ascertained on such account in his favor, if anything, would have been adjudged against the lessor of the plaintiff in ejectment, and payment thereof required of him before possession would have been ordered. This was a sufficient remedy for the petitioner. The law had provided for his protection. It gave him relief against the individual who profited by the improvements. It was his duty to avail himself of that remedy, and have his recovery against that individual. The government received no advantage from the improvements, and ought not to pay for them. This, it is thought, is a sufficient answer to that branch of the claim. The petitioner also asks to be refunded certain expenses incurred in visiting Washington city, employing counsel, &c., in endeavoring to secure his rights in this case.

It is not deemed necessary to discuss the impropriety of allowing anything on such an account. The committee are not informed of any precedent or principle to sanction such allowance.

A bill is herewith reported for the purchase money, and interest from the 2d October, 1835, at the rate of six per cent. per annum.

---

A.

No. 4420.

LAND OFFICE AT LA PORTE,  
October 2, 1835.

Received from William Snively of Laporte county, Indiana, the sum of one hundred and ninety-two dollars and ninety-three cents; being in full for the southwest quarter of section number seven in township number thirty-six north, of range number five west, containing one hundred and fifty-four acres and thirty-five hundredths, at the rate of \$1 25 per acre.

\$192 93.

JOHN N. LEMON,  
Receiver.

B.

GENERAL LAND OFFICE,  
February 25, 1839.

SIR: It appears from a return made to this office that the location of the southwest quarter of section number seven, township thirty-six, range five west, second meridian, (Indiana,) for Mie-saw-bee, under the Pottawatomie treaty of the 27th October, 1832, was approved 27th April, 1836.

It appears that the said tract was sold 2d October, 1835, to William Snavelly. Certificate No. 4420.

As application has been made to this office by the Hon. A. S. White, for the patent to issue for the said reserve, I have to request that you will inform me of the decision of the department as to whether the validity of the location is affected by the sale, and whether there is on that account, or any other, any objection known to the issuing of a patent for the said tract to the reservee.

Very respectfully, your obedient servant,

JAS. WHITCOMB,  
Commissioner.

T. HARTLEY CRAWFORD, Esq.,  
Commissioner of Indian Affairs.

C.

WAR DEPARTMENT,  
Office Indian Affairs, March 4, 1839.

SIR: Your letter of the 25th ultimo has been received. The location of the reserve of Mie-saw-bee, under the Pottawatomie treaty of 27th October, 1832, was made anterior to the date of the sale to Mr. Snavelly, and duly considered here, as appears by the records of the office, before it was submitted for approval by the President, in connexion with the value of Mr. Snavelly's improvements thereon. This office, therefore, knows of no objection to the issuing of a patent to the reservee.

Very respectfully, your most obedient servant,

T. HARTLEY CRAWFORD.

JAMES WHITCOMB, Esq.,  
Commissioner General Land Office.

D.

GENERAL LAND OFFICE,  
December 5, 1845.

SIR: In reference to your inquiry at this office to-day, respecting the location for *Mie-saw-bee*, in conflict with a sale to William

Snavelly, I have the honor to lay before you the following particulars from the files and records of this office, viz:

With a letter of the 7th May, 1836, the Commissioner of Indian Affairs transmitted to this office a list of approved locations, under the Pottawatomie treaty of the 27th October, 1832. On that list, the southwest quarter of section seven, township thirty-six of range five west, second meridian, (Indiana,) is designated as the reservation, approved *April 27, 1836*, by the President for "*Mie-saw-bee.*" On the 22d February, 1838, the case was called up by a communication from the Hon. A. S. White, pursuant to which a letter was addressed from this office, on the 25th of the same month, to the Commissioner of Indian Affairs, copy A, herewith, in which you will perceive the sale to Mr. Snavelly is adverted to.

This was followed by a reply from that office of the 4th March, 1839, copy B, herewith, stating that the location "was made anterior to the date of the sale to Mr. Snavelly, and duly considered" there, "as appears by the records of the office, before it was submitted for approval by the President, in connexion with the value of Mr. Snavelly's improvements thereon," and that that office, therefore, knew "of no objection to the issuing of a patent to the reservee."

The Indian office, then, having thus adhered to the location, and reported no change in the case, it, of course, only remained for this office to act ministerially in the matter, by issuing the patent, which it appears was done, and the patent, in favor of the reservee, transmitted, under date 11th March, 1839, to the register at Laporte. With the patent was sent a copy of a power of attorney (the original filed by the Hon. John Tipton) from "*Mie-saw-bee,*" authorising Peter White to receive the patent.

With great respect, your obedient servant,

JAS. SHIELDS,  
*Commissioner.*

The Hon. CHARLES CATHCART,  
*House of Representatives.*

---

E.

WAR DEPARTMENT,  
*Office of Indian Affairs, April 1, 1846.*

SIR: I have the honor to acknowledge the receipt of your letter of 16th ultimo, enclosing certain letters and papers in the case of "*Mie-saw-bee,*" a Pottawatomie reservee, which were referred to your office by Hon. Chas. W. Cathcart, of Indiana.

From an examination of the papers submitted, and others on file in this office, it appears that this case has been previously adjusted; that the sale has been approved, and the patent issued; and that, therefore, the powers of this department, and of the executive, have been spent, and cannot be extended to open the case anew. The records of this office further show that, at the time the claim

of the reservee to the section in question was presented to the department, the claim of Mr. Snavely was also presented and considered. The amount of his (Mr. S.) improvements falling *below* the minimum value fixed by the department to entitle the settler to a preference over the reservee, the claim of the reservee was preferred.

This department, therefore, can take no further action in the case.

The papers submitted are, herewith, returned.

Very respectfully, your obedient servant,

W. MEDILL.

JAMES SHIELDS, Esq.,

*Commissioner of the General Land Office.*

—  
F.

GENERAL LAND OFFICE,  
*April 4, 1846.*

SIR: On the 16th ultimo, as I then informed you, I laid before the Commissioner of Indian Affairs your argument and accompanying papers in the case of the Pottawatamie location, for "Mie-saw-bee," in conflict with a sale to William Snavely per Laporte, receipt No. 4,420, dated October 2, 1835, and after referring to the proceedings had in the case, and to your objections, I stated to that officer as follows: "The action of this office in regard to such locations, when reported by the Indian office as approved, is wholly ministerial, that action being controlled and governed by such approval, there being no authority here to inquire into, or look behind, that approval. As the validity of the location of said tract is thus disputed, and as this office has no jurisdiction of the point, and can take no definitive step in relation to Mr. Snavely's entry, until the question raised as to the validity of location is determined, the matter is brought to your attention for such consideration and action as may be proper in view of Mr. Cathcart's objections, the Indian office being charged with the preliminary examinations, and the medium of communication in such matters with the Secretary of War and the President."

I have now the honor to inform you that the Commissioner of Indian Affairs has returned the papers, with a communication of the 1st instant, of which I enclose herewith a copy, from which you will perceive that the opening of the case is declined, and consequently no action in the way of patenting the said sale can be had by this office.

The papers which accompanied your argument, among which is Mr. Snavely's receipt, are respectfully returned.

With great respect, your obedient servant,

JAS. SHIELDS, *Commissioner.*

Hon. CHARLES W. CATHCART,

*House of Representatives.*

G.

GENERAL LAND OFFICE,  
May 22, 1846.

SIR: I have had the honor to receive your communication of the 21st instant, with the petition of William Snavelly, and accompanying papers, among which are the following from this office.

Letter, dated December 5, 1845, to the Hon. Mr. Cathcart.

Letter, dated July 13, 1846, to same, with the papers therein referred to.

Letter, dated April 4, 1846, to same, with a copy of the letter of 1st of that month, from the Commissioner of Indian Affairs.

These papers relate to a sale made on the 2d October, 1835, at Laporte, Indiana, to William Snavelly for a certain tract designated as the southwest quarter sec. 7, township 36 north, of range 5 west, [Indiana] as containing  $154\frac{3}{10}$  acres at \$1 25 per acre, which is covered by a location under the Pottawatomie treaty of the 27th October, 1832, for "Mie-saw-bee," which location was approved 27th April, 1836, and has been patented to the said Mie-saw-bee a reservee, and it will be seen from the copy of letter herewith, dated 1st April, 1846, that the Indian office has declined to open the case.

The land having been thus disposed of as an Indian location, Mr. Snavelly, who purchased the tract of the United States as public land, now seeks relief from Congress on account of the recognition of title adverse to him, and because of his improvements. The act of Congress of the 12th January, 1825, entitled "an act authorizing repayment for lands erroneously sold by the United States," Clarke's Comp. Land Laws, page 890, No. 521, authorizes the repayment of the purchase money, but there is no authority, under existing laws, to allow indemnity for improvements.

The papers herewith, it is believed, contain all the material facts in the case known to this office.

With great respect, your obedient servant,

JAMES H. PIPER,  
*Acting Commissioner.*

HON. JOHN A. ROCKWELL,  
*of the Committee on Claims, House of Representatives.*

H.

GENERAL LAND OFFICE,  
May 20, 1848.

SIR: I have the honor to return, herewith, the petition of William Snavelly, and the accompanying papers, which you presented to this office; and, in reference to your inquiries of to-day, respectfully submit the following:

1. That, on the 2d October, 1835, a sale was made at the land office, then at Laporte, Indiana, to William Snavelly, of the south-

west quarter of section 7, in township 36 north, of range 5 west, as containing  $154\frac{3}{10}\frac{5}{10}$  acres, and amounting to \$192 93, and assigned by him, on the 3d October, 1835, to William Eahart.

2. That, under date the 7th May, 1836, the Indian office reported to the General Land Office a list of locations, under the Pottawatomie treaty of the 27th October, 1832, on which the above tract is designated for "Mie-saw-bee," and approved by the President, as the reserve of said Mie-saw-bee, on the 27th April, 1836. That, on the Indian case being called up, in 1839, for a patent, the sale to Snavely was brought, by this office, to the attention of the Commissioner of Indian Affairs, and the location for the Indian then adhered to by the Indian office; and that consequently a patent, as recorded, volume 1, page 64, was issued, under date 8th March, 1839, to the said Mie-saw-bee. See following copies of letters, herewith, viz:

(1.) Of 25th February, 1839, to Indian office, from General Land Office.

(2.) Of March 4, 1839, from Indian office, in reply.

(3.) Of December 5, 1849, from General Land Office to Hon. Mr. Catchcart.

(4.) Of April 1, 1846, from Indian office to General Land Office.

(5.) Of April 4, 1846, from General Land Office to Hon. Mr. Catchcart.

(6.) Of May 22, 1846, from General Land Office to Hon. Mr. Rockwell, of Committee of Claims, House of Representatives.

The Indian location having been thus sanctioned and patented, is regarded as holding valid against William Snavely's purchase.

I find no evidence here of the money having been refunded on account of the sale aforesaid.

The papers, herewith, contain all the evidence which has been before this office, relative to the conflicting claim of the petitioner and the reservee.

The Indian location, however, was adjudicated at the Indian office, War Department, that office being charged with the preliminary examination and adjudication in such cases of location, before the submission of them for approval.

With great respect, your obedient servant,

RICHARD M. YOUNG,  
*Commissioner.*

The Hon. GEORGE G. DUNN,  
*House of Representatives.*

---

I.

REGISTER'S OFFICE,  
*Winamac, Indiana, January 5, 1846.*

DEAR SIR: Yours of the 17th of December last was duly received, and it is pleasure to answer and give you any information

that is within my reach. There is one provision necessary to be given, by the Commissioner of the General Land Office, or an act of Congress, to authorise the registers to make a reasonable charge for making plats, or any extra work in the office. The people cannot do without such information, and at present there is no instructions or law upon the subject.

Now, your business. I have examined the plats and tract books in this office, and find the southwest quarter of section 7, township 36, range 5 west, entered in the name of William Snively, of La-porte county, Indiana, on the 2d of October, 1835; and I also find that an Indian float was laid in the name of Mie-saw-bee, as per letter from the Commissioner of the General Land Office, dated the 10th of May, 1836, and the claim allowed by virtue of a treaty of the 27th of October, 1832, and approved by the President on the 27th of April, 1836.

Very respectfully, your obedient servant,

JOHN GARDNER,  
*Register.*

HON. CHARLES W. CATHCART,  
*Washington City, D. C.*

P. S. This last part is official, at your request.

---

GENERAL LAND OFFICE,  
*November 30, 1835.*

GENTLEMEN: The commissioners appointed by the War Department to locate the reservations granted by the Pottawatamie treaty, of the 27th October, 1832, having, instead of confining their selections to the lands ceded by that treaty, selected tracts within the cessions made by the treaties of the 20th and 26th of that month, to satisfy the reservations made by the treaty of the 27th, I now have to advise you that none of selections, thus improperly made, can be sanctioned; but inasmuch as it has been stated to the War Department that some of those lands have been sold by the reserves, you are hereby required, in compliance with the request contained in the letter of the 12th instant from the Secretary of War, of which a copy is enclosed, to withhold from sale the lands thus improperly selected, in order that the parties interested may have an opportunity of applying to Congress for the passage of an act legalizing such selections. Enclosed you have an abstract of such of these erroneous selections as were made within your district, and in relation to which such entries are to be made upon the maps and books of the register's office as will prevent their being sold, until otherwise specially directed by this office.

Enclosed you have copies of the letters of the 5th and 17th ult. and 27th instant, from the Secretary of War to this office, and of his letter of the 16th ultimo, to the President, with his approval

thereof; by which you will perceive that the President directs that such of the reservations, granted by the treaty of the 27th October, as have not been located by the agents heretofore appointed by the War Department, within the limits of that cession, should be located within those limits by the officers for the districts including the cession; and by the last mentioned letter to this office you will perceive that you have, out of that portion of the cession within your district, to make the selections for such of the reservations granted by that treaty as have not been already conditionally approved, as are therein enumerated previous to the mention of that "for Pee-pees-kah, one section," while the selection for that individual, and for those subsequently named in the treaty, are to be made by the Fort Wayne officers out of that part of the cession situated in their district. By reference to the letters of the Secretary of War, you will perceive that in making these selections you are to be governed by the following regulations:

1st. They must be confined to the limits of the tract ceded by that treaty.

2d. They must consist of lands of a *medium* quality, fit for farming purposes, and not cover the most choice tracts in the cession in respect to soil, water privileges, &c.

3d. They must be governed by the lines and subdivisions of the public lands as represented upon the plats, and when either a "section," "half section," or "quarter section" is granted by the treaty, a tract *technically* known by either of these names must be taken. Parts of adjacent sections must not be taken to satisfy the grant of a section or half section, nor can parts of different quarters be located as a "quarter."

4th. Where more than one section, half section, or quarter section is granted, the location must be made by taking such adjacent *technical* sections, &c., as may be required to satisfy the claim, and as will make one body of land in the most compact form. The tracts must be connected by their side lines and not merely corner on each other.

5th. The locations must be so made as not to interfere with pre-emption rights, nor embrace settlements made by individuals intending to purchase their lands at the public sales; and they are to be made independently of the importunities or representations of any white persons, and solely with a view to carry the treaty and these instructions into effect.

6th. None of the selections are to be considered as final, or as giving any title, in the lands so selected to the reservees, until they are approved by the President.

The treaty having particularly pointed out the places where the reservations for "Mon-i-taw-quah, daughter of Swa-gaw," and Mary Ann Benack, wife of Edward McCartney," are to be located, you are to be governed thereby, and in your lists you should particularly state that the selected tracts are at the places required by the treaty. If either of these reservations should be located in the Fort Wayne district, you will advise the officers of that fact, in order that they may make the required selections.

It being important that these selections should be completed as soon as practicable, you are requested to proceed in the execution of the duties now required of you without any unnecessary delay, and so soon as the selections are made, you will furnish the office with an abstract, showing the land proposed to be reserved for each individual, and accompany the same by such remarks as may be necessary in each case.

By reference to the letters of the Secretary, you will observe that no extra compensation can be made to you for your services under these instructions, but that if any clerical aid be necessary, it will be allowed to such amount as may be reasonable.

I also enclose you a list of such of the locations made by the agents of the War Department to satisfy the reservations granted by the treaties of the 26th and 27th of October, 1832, as has been approved by the President; provided they do not interfere with pre-emption rights or embrace settlements, and which are, therefore, to be marked upon the maps and books of the register's office as reserved for those persons. If, however, any of the tracts mentioned in this list have been claimed under the pre-emption law, or embrace the improvements made by individuals who intended to purchase the lands at the public sales, under the proviso to the approval, they are to be considered as rejected, and you will have to make other selections in lieu thereof, under the regulations herein previously given for your government.

I am, &c.

ETHAN A. BROWN.

[Copy of the lists sent with the foregoing letter.]

*List of the tracts in the Laporte land district, reported by the locating agents to the War Department, as selected by them to satisfy the reservations granted by the Pottawatomie treaty of the 27th October, 1832, which in consequence of their not being within the limits of the tract ceded by that treaty, or for other causes, cannot be approved; but which are to be withheld from entry until otherwise specially directed by the general land office.*

Name.	Section or part.	T.	R.	Remarks.
Mie-saw-bee .....	S. W. $\frac{1}{4}$ 7	36	5 W.	Located in cession of 26th Oct.

## J.

List of locations made by Messrs. Chapman, Hillis and Parker, under the treaty with the Pottawatomies of October 27, 1832, not approved by the department, and which are to be again made by the register and receiver of the land office at Laporte, Indiana. The column of remarks states the reasons for which the approval was withheld.

Names of Reserves.	No. of sections to each.		Location.				First, second or third meridian.	Remarks.
			Section.	Township.	Range.	E. or west.		
Mie-saw-bee .....	4	S W qr. of	7	36	5	W	2d	Located in cession of Oct. 26, 1832.

I hereby certify that the foregoing is correct, from the original roll filed in this office.

WAR DEPARTMENT,  
Office of Indian Affairs, October 9, 1835.

ELBERT HERRING.

## K.

JOHN DOE, ex dem., PETER WHITE, }  
vs. } Ejectment.  
WILLIAM SNAVELY }

Be it remembered, that heretofore, "to wit," on the 18th day of April, in the year of our Lord one thousand eight hundred and thirty-nine, the plaintiff in this suit, by Bradley and Merryfield, his attorneys, filed, in the office of the clerk of this court, his declaration herein, in the words and figures following, "to wit!"

STATE OF INDIANA, }  
Porter county, } ss.

In the Porter circuit court, May term, 1839, Richard Roe, late of Porter county, in the State of Indiana, was attached to answer unto John Doe, in a plea wherefore, with force and guns, &c., at the county aforesaid, he entered into all that tract or parcel of land lying and being in the county aforesaid, and known, designated, and described as the southwest quarter of section number seven, (7,) in Congressional township number thirty-six, (36,) north of range number five (5) west, containing one hundred and fifty-four acres and thirty-five hundredths of an acre, with the appurtenances, which Peter White demised to the said John Doe for a term of years

which is not yet expired, and ejected him from his said farm, and other wrongs to the said John Doe then and there did, to the great damage of the said John Doe, and against the peace and dignity of the State of Indiana. And, also, the said Richard Roe, with force and arms, entered into all that certain other tract or parcel of land, known, designated, and described as the southwest quarter of section number seven, in township number thirty-six, north of range number five west, being and lying in the county and State aforesaid, containing one hundred and fifty-four acres and thirty-four hundredths of an acre, with the appurtenances, which Mie-saw-bee demised to the said John Doe for a term of years which is not yet expired, and ejected him from said farm, and other wrongs to the said John Doe then and there did, to the great damage of the said John Doe, and against the peace and dignity of the State of Indiana. And, whereupon, the said John Doe, by Bradley and Merryfield, his attornies, complain that the said Peter White, heretofore, "to wit," on the ninth day of April, in the year of our Lord one thousand eight hundred and thirty-nine, at the county aforesaid, had demised to the said John Doe all that said tract or parcel of land known and designated as the southwest quarter of section number seven, in township number thirty-six, north of range number five west, being and lying in the county of Porter, and State of Indiana, containing one hundred and fifty-four acres and thirty-five hundredths of an acre, with the appurtenances, to have and to hold the same to the said John Doe, and to his assigns forever, the said ninth day of April, in the year aforesaid, for and during, and unto the full end and term of fifteen years from thence next ensuing, and fully to be completed and ended; and also for that whereas the said Mie-saw-bee, on the eighth day of April, in the year aforesaid, at the county aforesaid, had demised the said tract and parcel of land, with the appurtenances, secondly above mentioned, to the said John Doe, to have and to hold to the said John Doe, and his assigns, from the seventh day of April, in the year aforesaid then last past, for and during the full term and time of fifteen years from thence next ensuing, and fully to be complete and ended; and by virtue of which said several demises, the said John Doe entered into the said tract or parcel of land, with the appurtenances, and was possessed thereof; and being so possessed, the said Richard Roe, afterwards, "to wit," on the said ninth of April, in the year last aforesaid, with force and arms, at the county aforesaid, entered into the said several tracts or parcels of land firstly and secondly above mentioned, with the appurtenances, which the said Peter White and Mie-saw-bee had respectively demised to the said John Doe in manner aforesaid, for the term aforesaid, which is not yet expired, and ejected the said John Doe from his said farm, and other wrongs to the said John Doe, and against the peace and dignity of the State of Indiana; wherefore, the said John saith he is injured, and hath sustained damage to the value of fifty dollars, and thereupon he brings suit, &c., Bradley and Merryfield attornies for plaintiff. And afterwards "to wit," at a term of the Porter circuit court, begun and held at

the court-house in Valparaiso, on Monday, the sixth day of May, in the year of our Lord one thousand eight hundred and thirty-nine, before the Hon. Samuel C. Sample, president judge of the ninth judicial circuit of the State of Indiana, and James Blair and Lucien Ball, esqrs., associate judges of the Porter county circuit court, on the fourth judicial day of said term, comes the said plaintiff, by counsel, and thereupon comes into open court William Snavelly, tenant in possession of said premises in said plaintiff's declaration mentioned, and on whom the declaration in ejectment in this behalf was served, and prays to be made defendant in this cause, instead of Richard Roe, the casual ejector; and, thereupon, by consent of the parties and the court, the said William Snavelly is admitted as defendant, in lieu of Richard Roe; and the said William Snavelly now enters into the consent rule in these words, "to wit," John Doe, on the demise of Peter White, and on the demise of Mie-saw-bee, *vs.* Richard Roe, ejectment in the Porter circuit court, May term, 1839; and now, "to wit," May the 9th, A. D., 1839, it is ordered by the court, by the consent of the attorneys for the parties, that William Snavelly be made defendant, instead of the said defendant Richard Roe, receive a declaration at the suit of the plaintiff in trespass and ejectment for the southwest quarter of section number seven, in township number thirty-six north, of range number five west, of the second principal meridian of the State of Indiana, in the district of lands subject to sale at the Laporte land district, in the State of Indiana; the same being the premises in question, and in the said plaintiff's declaration mentioned, and situate in Porter county, in the State of Indiana, and forthwith pleads not guilty; and, upon the trial of the issue, confesses lease, entry, and ouster; insists upon the title only. Otherwise, let judgment be rendered for the plaintiff against the now defendant, Richard Roe, by default; and if, upon the trial of the said issue, the said William Snavelly shall not confess lease, entry, and ouster, whereby the plaintiff shall not be able further to prosecute his writ against the said William Snavelly, then no costs shall be allowed to the said defendant for the said plaintiff not further prosecuting the same; but the said William Snavelly shall pay costs to the said plaintiff, in that case to be taxed, and shall suffer judgment to be entered against the said Richard Roe; and it is further ordered that if, upon the trial of the said issue, a verdict shall be given for the said William Snavelly, or if it shall happen that the said plaintiff shall not further prosecute his said writ for any other cause than for the said William Snavelly not confessing lease, entry, and ouster, then the lessors of the plaintiff to the said William Snavelly. Cost in that case to be adjudged.

JOHN H. BRADLEY,  
*Attorney for plaintiff.*  
 WELLS & ENOS,  
*Attorneys for defendant.*

And thereupon the said defendant files his plea, in these words, to wit: And the said William Snavelly, by Wells & Enos, his attor-

neys, comes and defends the force and injury, when, &c., and says that he is not guilty of the said supposed trespasses and ejectment, above laid to his charge, or of any part thereof, as the said John Doe hath above thereof complained against him; and of this, he, the said Snavelly, puts himself upon the country, &c. Wells & Enos, attornies for defendant, and thereupon this cause is continued. And afterwards, to wit: At a term of the Porter circuit court, begun and held at the court house in Valparaiso, on Monday, the fourth day of November, in the year of our Lord one thousand eight hundred and thirty-nine, before the Honorable Samuel C. Sample, president judge of the ninth judicial circuit of the State of Indiana, and James Blair and Seneca Ball, esqs., associate judges of the Porter circuit court, on the second juridical day of said term, come the parties, by counsel, and thereupon this cause is laid over until to-morrow, at the costs of the said plaintiff; and afterwards, to wit: On the fourth juridical day of said term, come the parties, by counsel, and, by agreement of parties, this cause is submitted to the court for trial. Whereupon the court, after all and singular the premises having been examined, and due deliberation being had thereon, do find that the aforesaid William Snavelly is guilty of the trespass and ejectment within written, in manner and form as the said John Doe, on the demise of Peter White, hath above thereof complained against him in the first demise in the said declaration mentioned, and assess the damages of the said John Doe, on occasion of that trespass, ejectment, and the court do find the said defendant not guilty on the said second demise in the said declaration set forth: It is, therefore, considered by the said court, that said John Doe do recover against the said William Snavelly his said term yet to come of and in the said southwest quarter of section seven, in township number thirty-six north, of range five west, in the county of Porter, and with the appurtenances, and also the sum of one cent in damages, besides his costs and charges in this behalf expended; and let the said William Snavelly be acquitted of said trespass and ejectment laid in the said second demise, as laid as aforesaid: And the said John Doe prays the writ of the State of Indiana, to be directed to the sheriff of the county of Porter, to cause him to have possession of his term yet to come of and in the said premises, with the appurtenances, and it is granted him.

I, George W. Turner, clerk of the Porter circuit court, do hereby certify that the foregoing is a true, full, and correct copy of the proceedings had in the above entitled case, as appears from the record now in my office.

In testimony whereof, I have hereunto set my hand, and affixed  
 [L. s.] the adopted seal of the said court, at my office in Valparaiso  
 this 20th day of November, A. D. 1839.

G. W. TURNER, *Clerk.*

Per T. A. E. CAMPBELL, *D. C.*

## L.

STATE OF INDIANA, }  
 Laporte county, } ss.

I, James C. Coulter, of said State and county, being duly sworn, doth depose and say: That he, the said deponent, states that he, the said deponent, was present at the land sale, and heard the land which William Snavelly now claims, lying and being in the county of Porter, in the abovenamed State, bid off by said Snavelly at public auction, at the land sale. And further sayeth not.

JAMES C. COULTER.

Subscribed and sworn to before me, this 22d day of January, 1848.

SAMUEL WINDLE, J. P. [SEAL.]

I certify that James C. Coulter is known to me, and that he is a man of good character, and, to the best of my knowledge and belief, a competent, credible and disinterested witness in this case, and entitled to belief.

SAMUEL WINDLE, J. P. [SEAL.]

STATE OF INDIANA, }  
 Laporte county, } ss.

I, Thomas P. Armstrong, clerk of the circuit court of the county of Laporte, and State of Indiana, do hereby certify: That Samuel Windle, esquire, before whom the foregoing affidavit and deposition of James C. Coulter was taken, and whose signature is attached thereto, was, at the time of taking the same, and now is, an acting justice of the peace within and for the said county of Laporte, duly elected, commissioned and qualified, and that full faith and credit are due to his official acts as such, and that his signature is genuine.

In testimony whereof, I have hereunto set my name, and affixed the seal of the said court, at Laporte, this 3d day of February, 1848.

THOMAS P. ARMSTRONG, Clerk.

## M.

STATE OF INDIANA, }  
 Laporte county, } ss.

Samuel Olinger, of said State and county, being duly sworn, doth depose and say: That he, the said deponent, is well acquainted

with the following described land, situated in Porter county, in said State, to wit: the southwest quarter of section number seven, in township number thirty-six north, of range number five west, containing one hundred and thirty-four acres and thirty-five hundredths, and on which William Snavely now resides. That in his, the said deponent's, opinion, the present value of the said land is, at the least, fifteen dollars per acre, the same being of the first quality, and having on the same a mill site on Coffee creek, which stream passes through the premises.

That he, the said deponent, was at Laporte, at the land sale by the agents of the United States, when the said land, with other lands in said township and vicinity, was sold at auction. That said deponent then and there procured from Major Robb, the then register, a plat of the township in which the said land is situated, and was a witness a short time previously, with one Lemuel G. Jackson, to prove before Major Robb, register as aforesaid, that the said William Snavely was then residing on said land, in order that an Indian float laid on said land should be raised, which said deponent then supposed to have been done.

On examining the plat of the township above mentioned, deponent perceived that the said quarter section was not marked as having the said float raised, as was the case on other quarter sections. Said deponent then informed the said William Snavely of said fact, and at his, said Snavely's, request, accompanied him to the office of the said register, where, complaining that said quarter section was not marked on the plat as having had the Indian float raised, to which Major Robb replied in substance as follows: "No, it is not; but it was so marked on the plat by which we sell." Said deponent further says, that he was present when the said quarter section was sold by the agents of the United States at auction; that the said William Snavely, in presence of said deponent, bid off said quarter section, and on the following morning paid for the same.

The said deponent further deposeth and saith, that prior to the foregoing, he accompanied said William Snavely to the office of Major Robb, the register, when said Snavely presented an affidavit to prove his occupancy and improvements on said quarter section, which he, the said register, declared not to be in proper form, and immediately with a pencil wrote a form, the substance of which said deponent and the said Lemuel G. Jackson sworn to and subscribed. And further sayeth not.

SAMUEL OLINGER.

Subscribed and sworn to before me, this 13th day of January, 1840.

J. BIGELOW, J. P. [SEAL.]

I certify that Samuel Olinger has been known to me for several years, that he is a man of good character, and to the best of my

knowledge and belief, a competent, credible and disinterested witness in the present case, and entitled to belief.

J. BIGELOW, *J. P.* [SEAL.]

STATE OF INDIANA, }  
Laporte county, } ss.

I, William Hawkins, clerk of the circuit court of the county of Laporte, in the State of Indiana, do hereby certify that J. Bigelow, esq., before whom the within deposition of Samuel Olinger was taken, was, at the time of taking the same, and still is, an acting justice of the peace within and for said county of Laporte, duly commissioned and qualified, and that his official acts as such are entitled to full faith and credit.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at Laporte, this 3d day of February, [SEAL.] 1840.

WM. HAWKINS, *Clerk.*

N.

STATE OF INDIANA, }  
Laporte county, } ss.

Owen Crumpacker, of said State and county, being duly sworn, doth depose and say: That he, the said deponent, is well acquainted with the following described land, situated in Porter county, in said State, to wit: The southwest quarter of section number seven, in township number thirty-six north, of range number five west, containing one hundred and fifty-four acres and thirty-five hundredths, and on which William Snavelly then resided. The deponent states that he knows that William Snavelly did purchase the improvements, on the above named land, of Thomas Crawford, and paid the sum of \$40, in hand, for the same; and that Snavelly increased the improvements during the spring and summer, by building a good comfortable dwelling-house and good stable, and also by improving more lands and putting part under good fencing; and the deponent further states that he verily believes the improvements worth \$100.

The deponent further states that he finding there were floats laid on his land, and on Snavelly's and others, in the same township, had my improvement, it being valued at \$50; and I raised the float on my land on that valuation; at least, I know it was not less than that amount. The deponent states Snavelly and himself went together, at the land sale, and raised our floats at the same time; and the land agent, Major Robb, gave to us a form so to raise the floats; the lands were sold at public auction, and I saw Snavelly bid off his land and pay for it. The deponent further states that

the land Snavelly purchased at the land sale was, as he conceived, of a first rate quality, and had the privilege of a good mill stream, went by the name of Coffee Creek, and was also believed to be a good mill site on the aforesaid land which Snavelly purchased at the land sale.

The deponent states the improvement on his land was valued by Lemuel G. Jackson and Samuel Olinger; and also valued said Snavelly's improvements at the same time. And further saith not.

OWEN CRUMPACKER.

Subscribed and sworn to before me, this 22d January, 1848.

SAMUEL WINDLE, [SEAL.]

*Justice of the Peace.*

I certify that Owen Crumpacker is known to me, and that he is a man of good character, and, to the best of my knowledge and belief, a competent, credible, and disinterested witness in the present case, and entitled to belief.

SAMUEL WINDLE, [SEAL.]

*Justice of the Peace.*

STATE OF INDIANA, }  
Laporte county, } ss.

I, Thomas P. Armstrong, clerk of the circuit court in said county, do hereby certify that Samuel Windle, esquire, before whom the within and foregoing deposition of Owen Crumpacker was taken, was at the time of taking the same, and now is, an acting justice of the peace within and for the said county of Laporte, duly elected, commissioned, and qualified; and that full faith and credit are due and ought to be given to his official acts as such.

In testimony whereof, I have hereunto set my name and [L. s.] affixed the seal of the said court, at Laporte, this third day of February, A. D. 1848.

THOMAS P. ARMSTRONG, *Clerk.*

O.

STATE OF INDIANA, }  
Porter county, } ss.

David Hughart, Thomas Alder, and William Hughart, of said State and county aforesaid, being duly sworn, doth depose and say: That they, the said deponents, are well acquainted with the following described land, situated in Porter county, in said State, to wit:

The southwest quarter of section number seven, in town number thirty-six north, of range number five west, containing one hundred and fifty-four acres and thirty-five hundredths, and on which William Snavelly now resides; that, in their, the said deponent's, opinions, the value of said land is at least ten dollars per acre in the natural state, the same being of the first quality, and its having a fine stream of water running through the same by the name of Coffee creek; that they, the said deponents, are acquainted with, and are of an opinion, that there is thirty-five acres of said land under improvement, and these deponents verily believe that it is worth twelve dollars per acre to clear the same; that they, the said deponents, are knowing and verily believe that there are six thousand rails made and laid up into fence on said land, and we are of an opinion that they are worth one dollar and fifty cents per one hundred rails; that they, the said deponents, have examined, and do verily believe, that the value of the house, barn, stable, and other out houses are worth at least one hundred and fifty dollars; that they, the said deponents, are of an opinion, and by report, there is a good mill site on said land, but these deponents know of the mill site only by common report; that they, the said deponents, are of an opinion that the damages, expenses, harrassment, &c., &c., of dispossessing the said Wm. Snavelly off of said land, with a large family of small children, into the open world without a house or home to go into, in the dead of winter, is greater than we can imagine; and these deponents cannot make up their minds what such damages, expenses, &c., &c., and under such circumstances, it would be worth, and we leave this to more generous minds; and these deponents further say not.

DAVID HUGHART,  
THOMAS ALDER,  
WILLIAM HUGHART.

Sworn to and subscribed before me, this 17th day of January, 1840.

T. J. FIELD, J. P. [L. s.]

I certify that David Hughart, Thomas Alder, and William Hughart has been known to me for some time; that they are men of good character, and, to the best of my belief and knowledge, are competent, credible, and disinterested witnesses in the present case, and entitled to belief.

THOMAS J. FIELD, J. P. [L. s.]

P.

STATE OF INDIANA, }  
*Laporte county.* } ss.

Samuel Olinger, of said State and county, being duly sworn, doth depose and say: That he, the said deponent, is well acquainted with the following described land, situated in Porter county, in said State, to wit: The southwest quarter of section number seven, in township number thirty-six north, of range number five west, containing one hundred and fifty-four acres and thirty-five hundredths, and on which William Snavely now resides; that, in his, the said deponent's, opinion, the present value of the said land is, at the least, fifteen dollars per acre; the same being of the first quality, and having on the same a mill site on Coffee creek, which stream passes through the premises; that he, the said deponent, was at Laporte at the land sale, by the agents of the United States, when the said land, with other lands in said township and vicinity, was sold at auction; that said deponent then and there procured, from Major Robb, the then register, a plat of the township in which the said land is situated, and was a witness a short time previously, with one Lemuel G. Jackson, to prove, before said Major Robb, register as aforesaid, that the said William Snavely was then residing on said land, in order that an Indian float, laid on said land, should be raised, which said deponent then supposed to have been done. On examining the plat of the township above mentioned, deponent perceived that the said quarter section was not marked as having the said float raised, as was the case on other quarter sections. Said deponent then informed the said William Snavely of said fact, and at his, said Snavely's, request accompanied him to the office of the said register, where, complaining that said quarter section was not marked on the plat as having had the Indian float raised, to which Major Robb replied in substance as follows: No, it is not; but it is so marked on the plat by which we sell. Said deponent further says that he was present when the said quarter section was sold by the agents of the United States at auction; that the said William Snavely, in presence of said deponent, bid off said quarter section, and, on the following morning, paid for the same.

The said deponent further deposeth and saith that, prior to the foregoing, he accompanied said William Snavely to the office of Major Robb, the register, when said Snavely presented an affidavit to prove his occupancy and improvements on said quarter section, which he, the said register, declared not to be in proper form, and immediately, with a pencil, wrote a form, the substance of which said deponent and the said Lemuel G. Jackson swore to and subscribed; and further saith not.

SAMUEL OLINGER.

Subscribed and sworn to before me, this 13th day of January, 1840.

J. BIGELOW, J. P. [L. s.]

I certify that Samuel Olinger has been known to me for several years; that he is a man of good character, and, to the best of my knowledge and belief, a competent, credible, and disinterested witness in the present case, and entitled to belief.

J. BIGELOW, J. P. [L. s.]

Q.

STATE OF INDIANA, }  
Porter County. } ss.

David Hughart, Thomas Alder, and William Hughart, of said State and county aforesaid, being duly sworn, doth depose and say: that they, the said deponents, are well acquainted with the following described land, situated in Porter county, in said State, to wit: The southwest quarter of section number seven, in town number thirty-six north, of range number five west, containing one hundred and fifty-four acres, and thirty-five hundredths, and on which William Snavelly now resides; that in their, the said deponents, opinions the value of said land is at least \$10 per acre in the natural state, the same being of the first quality, and its having a fine stream of water running through the same, by the name of Coffee creek. That they, the said deponents, are acquainted with, and are of an opinion that there is thirty-five acres of said land, under improvement, and these deponents verily believe that it is worth \$12 per acre to clear the same; that they, the said deponents, are knowing, and verily believe, that there is six thousand rails made and laid up into fence on said land, and we are of an opinion that they are worth \$1 50 per one hundred rails. That they, the said deponents, have examined, and do verily believe that the value of the houses, barns, stables, and other out houses, are worth at least \$150. That they, the said deponents, are of an opinion, and by report, there is a good mill site on said land, but these deponents does not know of the mill site only by common report. That they, the said deponents, are of an opinion that the damages, expenses, harrassment, &c., &c., of dispossessing the said William Snavelly off of said land, with a large family of small children, into the open world, without a house or a home to go into, in the dead of winter, is greater than we can imagine; and these deponents cannot make up their minds what such damages, expenses, &c., &c., and under such circumstances, it would be worth, and we leave this to more generous minds. And these deponents further saith not.

DAVID HUGHART,  
THOMAS ALDER,  
WM. HUGHART.

Subscribed and sworn to before me, this 17th day of January, 1840.

T. J. FIELDS, J. P.

I certify that David Hughart, Thomas Alder, and William Hughart, has been known to me for some time; that they are men of good character, and to the best of my belief and knowledge, are competent, credible, and disinterested witnesses, in the present case, and entitled to belief.

THOMAS J. FIELDS, *J. P.* [SEAL.]

STATE OF INDIANA, }  
Porter county. } *ss.*

I, George W. Turner, clerk of the Porter circuit court, do hereby certify that Thomas J. Field, esq., before whom the foregoing affidavit appears to have been taken, is, and was at the time of taken the same, an acting justice of the peace, within and for the county of Porter, duly elected, qualified, and commissioned as such; and being personally acquainted with Thomas J. Field, esq., do know that the signature purporting to be his is genuine. And that full faith and credit is due to all his official acts as such.

[L. s.] In testimony whereof, I have hereunto set my hand and affixed the adopted seal of the Porter circuit court, at Valparaiso, on this 18th day of January, A. D. 1840.

G. W. TURNER, *Clerk.*

Per T. A. E. CAMPBELL, *D. C.*

R.

STATE OF INDIANA, }  
Laporte county. } *ss.*

Be it remembered, on this third day of February, A. D., 1840, personally appeared before me, an acting justice of the peace in and for the county and State aforesaid, James Whittun, who being duly sworn according to law, deposeth and says: that he acted as principal clerk in the employment of the honorable David Robb, register of the land office at Laporte, and verily believes, and feels satisfied, the within document is in the handwriting of said David Robb.

JAMES WHITTUN.

Sworn to, and subscribed before me, this 3d day of February, A. D. 1840.

GEORGE SWOPE, *J. P.*

STATE OF INDIANA }  
 Laporte county. } ss.

I, William Hawkins, clerk of the circuit court of the county of Laporte, in the State of Indiana, do certify that George Swope, esq., before whom the above deposition of James Whittun was taken, was, at the time of taking the same, an acting justice of the peace within and for said county of Laporte, duly commissioned and sworn, and that his official acts, as such, are entitled to full faith and credit.

[SEAL.] In testimony whereof, I hereunto set my hand, and affix the seal of said court, at Laporte, this 3d day of February, A. D. 1840.

WILLIAM HAWKINS, *Clerk.*  
 By E. MAYHEW, *Deputy.*

S.

LAND OFFICE AT LAPORTE,  
 January 24, 1836.

SIR: On receiving your letter of the 30th of November last, we immediately referred to the treaties concluded with the Pottawatomie Indians at Tippecanoe river, on the 20th, 26th, and 27th of October, 1832, but we could not, to our satisfaction, ascertain the precise line of the cession made by the treaty of the 26th, particularly from the northeast corner until it intersects the Michigan road, as we have not the treaty of the St. Joseph, held in the year 1828, to refer to.

We have, however, concluded that the cession made by the treaty of the 27th of October, 1832, does not extend west of the Michigan road; and, as lands were selling in this land district with great rapidity, and the location of the Indian grants thereby likely to become greatly embarrassed, particularly where entire sections, or larger quantities, were required to be located in compact bodies, we considered it imprudent to delay the selections until a person could be sent personally to inspect the lands; therefore we immediately proceeded to make the selections from the township plats, field notes, and the official descriptions given of the lands by those who surveyed them; and special care was taken to procure lands at least as good as the instructions require, a list of which is herewith respectfully transmitted. But when there are several sections to be selected adjoining each other, so as to form an entire compact body of land, it must unavoidably vary considerably in regard to quality; such, for instance, is Nub-ber-nau-ber's claim, and some others, a small portion of which may be found inferior to the medium quality, (or to what is here termed second rate land,) but we are confident that a much greater portion will be found superior.

A portion of the selections made for this individual by the agents

appointed by the War Department have been retained, or again located by us; and such is the case in some other instances. If this mode of selecting those Indian grants be not satisfactory to the department, we will engage a trusty individual to examine the lands selected, and require him to report the quality and other circumstances, without letting him know for whom any tract has been selected; for the press of business at this office is now such, that we consider it imprudent for either of us to be absent as long as it would require to personally examine all the land selected; and if part only were examined, we are confident that it would produce complaints, and that we would be charged with having acted partially, notwithstanding we have no knowledge of the present owners of a single tract, except the owner of one quarter section, and the owner of the section claimed by the Rev. Mr. Southwood.

In respect to the three sections provided for Mary Ann Binack, wife of Edward McCartney, after examining and re-examining the township plats, we are entirely satisfied that no selections can now possibly be made that will even partially come within the true intent and meaning of the provisions contained in the treaty, except such as are at this time subject to greater embarrassment than those that have been selected by the agents appointed by the War Department; and we are convinced that they embrace the land designated in the treaty nearer than any other sections which could have been selected in conformity with the public surveys; therefore, we have declined making any selection to satisfy the grant made to her until further instructed. And if the President, on examining those circumstances, should consider those selections to have been properly made, it is probable that he would be disposed to sanction them, notwithstanding they may embrace some pre-emption claims, and perhaps some valuable improvements; as we presume that no right of pre-emption could properly accrue to any land granted to individuals by the treaty, and therein specially designated.

We have not yet been able to ascertain where We-me-gos village is situated, consequently we have made no selection to satisfy the grant made to Mon-i-taw, daughter of Swa-gan; but we have written to Colonel Pepper, Indian agent at Logansport, and requested him to inquire of the Indians, and endeavor to ascertain its position, and to procure, if he conveniently can, such evidence as will designate the section which includes it. When the necessary information is obtained, and the evidence required procured, we will immediately make the selection and forthwith report it.

This communication would have been forwarded immediately after making the selections, had it not been for the difficulty relating to Wi-me-gos village, and the expectation of obtaining information whereby we could ascertain its position.

We are, sir, with great respect, your obedient servants,

DAVID ROBB,  
JOHN M. LEMON.

The Hon. E. A. BROWN,

*Commissioner of the Gen. Land Office.*