

ROBERT GRIGNON.

[To accompany bill H. R. 107.]

JANUARY 3, 1853.

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

REPORT.

The Committee on Indian Affairs, to whom was referred the petition of Robert Grignon, report :

That the petitioner states, that by a provision in the treaty concluded by the United States with the Menomonee nation of Indians, on the 3d day of September, 1836, he was allowed the sum of one thousand dollars per annum, for the term of twenty years, under the fourth clause of article second of said treaty, which reads as follows, to wit :

“The sum of one thousand dollars per annum having been included by the commissioner in his proposition for the purchase of the above land, (which sum was to be applied to the education of Indian youth,) and the said Indians having declared that they were not desirous of applying that sum to the aforesaid purpose, and that they wished to give that amount to their friend and relation, Robert Grignon, for valuable services rendered by him to their nation : therefore the United States do agree to pay to the said Robert Grignon the sum of one thousand dollars each year during the said term of twenty years.”

The Senate, in ratifying the treaty of 1836, amended it by striking out this allowance to the petitioner, but the treaty was never sent back to the Indians for their formal approval.

From the above clause it would appear that a formal proposition was made to the Indians, on the part of the United States, through Governor Dodge, the commissioner, to pay the Indians certain sums of money for the lands which the United States desired to purchase of them, and for certain rights to be relinquished by said Indians. One of the sums of money was that named in the clause of the treaty above quoted. The Indians acceded to the proposition so far as regarded the amount proposed by the commissioner to be paid, but desired the money to be paid to the petitioner—who was their relative and had resided among them many years, and had been one of their most steadfast and influential friends—instead of its being applied to the education of their children.

The reason for giving this fund of twenty thousand dollars a different direction from that first named by Governor Dodge was satisfactory

to him, and he concluded the treaty on the terms, as to this fund, proposed by the Indians.

It is proper here to observe, that there is no tribe or nation of Indians more honorable in their dealings, punctual in their engagements, conscientious in their opinions, or faithful in their friendship, than the Menomonees. They alone, of all the western tribes, remained faithful allies of the United States in the war of 1812; and it is believed they have been kept steady in their friendship principally through the beneficial and friendly influences of the traders, of which was the ancestor of the petitioner. The obligation of a solemn contract they regard somewhat in the nature of a religious duty, from the fulfilment of which nothing but a prompt and complete compliance can absolve them. The diversion of the fund above named from the object first named by Governor Dodge, was the consequence of no whim, conceived in the fickle moment of a savage impulse, nor was it caused by any undue influence of the petitioner over these untutored and simple-minded children of the forest. It was the result of an honorable and mature consideration of the great obligations which the tribe were under to the petitioner for his long and faithful services in protecting them and their interests against the encroachments of the whites and the neighboring tribes, and the aid he had rendered them in former treaties. Being a contracting party, they had the right, as well as the power, to designate the person to whom any part of the sum which they were to receive in payment of their land should be paid; and having designated the person, the United States were bound to pay the sum designated to the person named, unless the Indians, as a tribe, assented in some proper manner to the amendment or alterations made by the Senate. If, then, the tribe or nation did not so assent, and have not assented, and if the United States have taken possession of the land for which they agreed, as part payment, to pay this sum, then it is clear that the sum above named is due, as prescribed in the clause of the treaty above quoted.

From the correspondence in this case it is evident that the reason for striking out the clause above quoted was founded in error.

C. A. Harris, the Commissioner of Indian Affairs, in a letter to the Hon. George W. Jones, then delegate in Congress from the Territory of Wisconsin, under date May 19, 1838, upon the subject of this claim, says:

"The treaty with the Menomonees of September 3, 1836, having been ratified, no change of its terms or provisions can be made by the Executive. The striking out of the stipulation for the payment of one thousand dollars for twenty years having been suggested by this office, it is proper for me to say, that it was not contemplated that the aggregate of the annuity, or any part thereof, should be withheld from the Indians, but only that it should be applied to purposes of education, or some other of a more generally useful character. But in the ratification one thousand dollars only of this annuity to Grignon was added to the sum of seventy-five thousand dollars allowed for the relinquishment of the rights under the treaty of 1836; so that, in effect, nineteen thousand dollars of the consideration agreed upon between the commissioner and the chiefs who signed the treaty of 1836 have not been

paid, nor, as the treaty stands, can they be paid, either to Grignon or the Indians.

"I may also add, that if I had then had the information respecting the character, services, and claims of Grignon that has since reached me, the provisions in the treaty in his favor would have seemed to be too well founded to warrant any objection to it."

Here it will be seen that the Commissioner recommended that this clause be stricken out by the Senate; and he says in the letter above quoted, that "if he had then had the information respecting the character, claims, and services" of the petitioner, he should have deemed the "provisions in the treaty too well founded to warrant any objection to it."

The high character of Governor Dodge, the commissioner who made this treaty—his personal acquaintance with not only the Indians themselves, but the petitioner, was a sufficient guarantee that this clause was just, and should have been retained in the treaty. In a letter to Jesse E. Dow, under date September 19, 1850, Governor Dodge says: "The claim of Robert Grignon, under the treaty made with the Monomonees in September, 1836, I always considered a just one. I was the commissioner on the part of the United States to negotiate that treaty, and know that the donation of the Indians was given in good faith to Mr. Grignon."

Assuming, then, that this provision of the treaty was based upon proper and sufficient grounds, and that it should be observed in good faith, unless both of the contracting parties agreed in modifying the treaty by striking it out, the next inquiry is, did the Monomonees acquiesce in the action of the Senate in striking out the clause providing for the payment of the sum above mentioned to the petitioner? From the evidence in the case, it is clear that they never have acquiesced in the action of the Senate, but have always, up to this time, claimed that the United States should pay the petitioner the sum named in the clause of the treaty above quoted.

Among the papers in the case is the following, which, having been executed about the time that the treaty was made and ratified and amended by the Senate, shows the manner in which the Indians viewed the whole matter. The paper being certified to by the Commissioner of Indian Affairs and the local agent residing with them, affords additional proof that it was obtained fairly and by no fraudulent means:

BUTTE DES MORTS, August 23, 1837.

The chiefs and headmen of the Menomonee nation of Indians would respectfully represent to the President of the United States, that in consideration of their esteem and friendship for Robert Grignon as a relative and descendant from their chiefs, as also for his great charity and kindness to our women and children during many years he has resided amongst us, we presented him with \$1,000 per annum for 20 years in the treaty we made with the United States last year, when we stated our reasons in full to Governor Dodge; but we regret to find that the Senate and President have altered said article, no doubt under a misapprehension of our views and voluntary desire. We now pray our great Father to pay said sum annually to Robert Grignon; or, should

he find this incompatible with his duty, we request him to send it to us, that we may dispose of it in accordance with the wishes of the nation.

OSH-KOSH,	his × mark.
A-YA-MIT-TAW,	his × mark.
SILVER,	his × mark.
KY-SIS,	his × mark.
WAUPOSE SON,	his × mark.
LITTLE BRAVE,	his × mark.
GRIZLY BEAR SON,	his × mark.
LITTLE WAVE,	his × mark.
CARON,	his × mark.
MOSH-KOMANGGA,	his × mark.

Signed in presence of—

PETER B. GRIGNON,
WILLIAM POWELL, *Interpreter.*

To his Excellency MARTIN VAN BUREN,
President of the United States.

GREEN BAY, *September* 1, 1837.

At several councils held recently by me with the Monomonee Indians, the chiefs repeatedly expressed to me the same wish which is within expressed; and from my examination and personal observation I became entirely satisfied that it would be just to comply with their request, for he has been a true and honest friend to those Indians and to the government.

J. W. EDMONDS,
United States Commissioner, &c.

I heartily agree with the honorable Mr. Edmonds in recommending Robert Grignon to the protection of the government.

GEORGE BOYD,
United States Sub-Agent Indian Affairs.

By the letter of the Commissioner of Indian Affairs, under date of February 21, 1851, it will be seen that the Indians never have acquiesced in or consented to the amendment of the Senate in striking out said clause of the treaty of September 3, 1836, but have always protested against it. The letter above referred to, says:

“The resolution of the Senate adopted in executive session on the 19th instant, in words following, viz: ‘*Resolved*, That the Secretary of the Interior be requested to communicate to the Senate a copy of the treaty between the United States and the Menomonee tribe of Indians, bearing date the 3d September, 1836, and to inform the Senate whether said treaty has ever been submitted to those Indians, and the amendments of the Senate agreed to by them’—having been referred by you to this office, I have the honor to report that the records and files of the office afford no evidence that the treaty referred to in said resolution was ever submitted to said Indians, and the amendments of the Senate

agreed to by them. They have, however, impliedly assented to, or acquiesced in, all of the said amendments, with the exception of one striking out the clause providing for the annuity of one thousand dollars for twenty years to Robert Grignon. *To this amendment they have ever been opposed, and in various ways have insisted that the original stipulation for Grignon's benefit should be fulfilled.*"

In the minds of the committee nothing can be more conclusive than the language here made use of by the Commissioner of Indian Affairs, that the Indians never have acquiesced in this amendment of the Senate; for he says they have "*ever been opposed* to this amendment, and in various ways have *insisted* that the original stipulation for Grignon's benefit *should be fulfilled.*" These Indians have no representative in Congress—have no voice in the councils of the nation. They are dependants upon the bounty and charity of our government, and can only be heard through the agents which the government appoint to attend to their affairs and protect their interests. These agents report directly to the Commissioner of Indian Affairs, and that commissioner, who is the guardian of these Indians and the only means of communication with the government, says "*they have ever been opposed*" to the amendment of the Senate in striking out the clause providing for the payment of the sum named in the treaty for the petitioner's benefit, and "*in various ways have insisted that the original stipulation for Grignon's benefit should be fulfilled.*"

Nor has the petitioner slept upon his rights, for as soon as he ascertained that the Senate had stricken out of the treaty the clause above quoted, and that he could not receive the annuity under the treaty, he presented his petition to Congress, which was the only manner in which he could hope to obtain justice from the government. From 1838 until this time has he waited for that justice from the United States which he thinks he is entitled to; and this committee can see no reason why the Congress should not provide for the payment of this sum, which has been so long withheld. The committee therefore report a bill for the payment of the sum provided for in said treaty, and recommend its passage.