

WM. B. TROTTER.

MARCH 3, 1857.—Ordered to be printed.

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

## REPORT.

*The Committee on Indian Affairs, to whom was referred Senate bill No. 195, for the relief of William B. Trotter, and the papers relating thereto, respectfully report :*

That the petition of said Trotter, bearing date October 10, 1837, sets forth, substantially, that he was a contractor to supply with provisions to a party of emigrating Choctaw Indians from the south-eastern district of the Choctaw nation, thirteen hundred and thirty-two in number, in the year 1831, commencing at the place of rendezvous on the 26th day of October, and ending at Pearl river on the 12th day of November; that the caravan of emigrating Indians was conducted by sub-agents Doctor Jas. B. Earle and Jos. T. Earle, under George S. Gaines, esq., the principal removing agent; that he, said Trotter, engaged with said sub-agents to furnish said caravan of emigrating Indians in provisions, as far as Pearl river, at six cents per ration, it having been represented to him that there were large quantities of corn and beef among the Indians which could be procured at a low rate, with which the contract might be filled; but when he arrived at the place of rendezvous, he found that the Indians, having anticipated a removal, had raised no corn at all that year, and for fear of having to leave their cattle and hogs, which were few at best, had either eaten them up prior to their removal or driven them to the white settlements and sold them. The consequence was, that said Trotter had to hire wagons, at the rate of from five to seven dollars per day each, and to purchase and convey provisions from the white settlements, a distance of forty miles, at great expense and trouble; corn costing one dollar and a quarter per bushel, and beef four cents per pound, which, added to the expense of transporting so great a distance, the hire of men to butcher and drive cattle, &c., made each ration, on an average, cost said Trotter at least twenty-six cents; yet, notwithstanding the expense far exceeded the profit of the contract, he felt himself bound to, and did, fulfil it, as he believes, to the satisfaction of the Indians and agents. He states the number of rations furnished by him at twenty-three thousand nine hundred and seventy-six, (23,976,) which cost him six thousand two hundred and thirty-

three dollars and seventy-six cents, (\$6,233 76,) and that he received therefor one thousand four hundred and thirty-eight dollars and fifty-six cents (\$1,438 56,) and he asks to be paid the difference between the cost to him and the amount that he received.

The second petition of said Trotter appears to have been sworn to on the 20th day of November, 1855, and by it he charges the United States with two hundred head of beef cattle, lost by the acts of the Choctaw Indians while the Indians were under the charge of the agents of the United States, removing west of the Mississippi river, in 1831, valued at twenty-five dollars per head—five thousand dollars. Losses in furnishing thirty thousand rations of provisions, at twenty-five cents, was, on each, seven thousand five hundred dollars, and interest, twenty-three years, at eight per cent., twenty-three thousand dollars, making, in the whole, thirty-five thousand five hundred dollars. He makes a statement in regard to the loss of two hundred head of cattle, worth, according to his estimate, twenty-five dollars per head, and he states that he furnished, according to his estimate, to said Indians, under his contract, thirty thousand rations of provisions, at six cents per ration, and that thirty-one cents per ration would only have been a reasonable compensation; and he further states that the provisions had to be conveyed over a bad road in wagons from the white settlements for a distance of more than *fifty* miles, &c. The deposition of Samuel Grayson, attached to the last mentioned petition, corresponds with the statements therein made by Trotter. The judge of probate of Jasper county, in the State of Mississippi, certifies that Trotter and the witness Grayson are men of respectability and credit.

Accompanying the Senate bill and petitions referred to your committee, are several documents or vouchers signed "Jos. T. Earle, Ast. Agent," which indicate that another person besides Trotter was interested in the contract to supply the rations mentioned in the petitions, and one of them was mutilated in such a manner as to excite the suspicion that a name had been torn out for some purpose.

On applying to the Commissioner of Indian Affairs, he furnished a statement in regard to the payment for provisions furnished on the occasion of the removal of the Choctaw Indians in 1831, which is hereto annexed, and also a copy of a contract bearing date the fifteenth day of October, 1831, between William B. Trotter and Alexander Moore, of the one part, and Joseph B. Earle, assistant agent for the removal and subsistence of the Indians, of the other part, which is also hereto annexed.

From these (statement and contract) it appears that Trotter and Moore were the contractors, and not Trotter alone. By the terms of the contract of Trotter and Moore, rations were to be furnished to Indians at six cents each, and to wagoners engaged in their removal at ten cents each. By the statement of the Commissioner, it appears that the contractors were paid for twenty-four thousand nine hundred and two rations, at six cents each, fourteen hundred and ninety-four dollars and twelve cents; and for three hundred and seventy-nine rations furnished to teamsters, at ten cents each, thirty-seven dollars ninety cents.

The chief discrepancies in the petitions and the proofs may be seen in the following statement:

The petitions set forth that the contract for furnishing the provisions was made by William B. Trotter; the proofs show that William B. Trotter and Alexander Moore were the contractors.

The first petition sets forth that Trotter furnished 23,976 rations, at six cents each; the second petition sets forth that Trotter furnished 30,000 rations, at six cents each.

The Commissioner of Indian Affairs shows that Trotter and Moore were paid for 24,902 rations, at six cents each, and 379 rations, at ten cents each.

Considering the discrepancies in the proofs and statements, and the mutilation of one of the vouchers, the committee have unanimously come to the conclusion that, upon the evidence now before them, Congress would not be warranted in appropriating money for the relief of the petitioner. They therefore report back the Senate bill, with a recommendation that it do not pass.

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DEPARTMENT OF THE INTERIOR,  
*Office Indian Affairs, January 31, 1857.*

SIR: I have the honor to acknowledge the receipt of the papers in the case of William B. Trotter, which enable me to furnish you with the information desired by your note of the 27th instant.

The names of the contractors for furnishing rations to Indians were William B. Trotter and Alexander Moore, as will be seen by the accompanying copy of a contract entered into with them on the 15th day of October, 1831, by Joseph B. Earle, conducting agent in the removal of the Choctaws west.

It appears, from documents on file in this office, that the contractors were paid, under their contract, (which commenced 19th October and ended 13th November, 1831,) for 24,902 rations, at six cents per ration, \$1,494 12; and for 379 rations furnished teamsters, at ten cents per ration, \$37 90.

The papers transmitted by you are herewith returned.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,  
*Commissioner.*

Hon. B. PRINGLE,  
*Chairman Committee of Indian Affairs, H. R.*

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*Articles of agreement made and entered into on the 15th day of October, 1831, between William B. Trotter and Alexander Moore (contractors) of the one part, and Joseph B. Earle, assistant agent for the removal and subsistence of Indians, of the other part.*

This agreement witnesseth, that the said Trotter and Moore doth obligate themselves to furnish rations to the emigrating Choctaws

from the southeast district during their stay at rendezvous, at Garland's old place, and on the march as far as the neighborhood of Jackson, Mississippi, where they will come under the contract of Messrs. Wright & Ragsdale, at the rate of six cents per ration for the Indians, and ten cents per ration for the wagoners engaged in their removal. The ration to consist of one and a half pound of beef or pork, one pint of corn, or one pound of corn meal or wheat flour, with two quarts of salt for every hundred rations. On the full and satisfactory performance of the above contract on the part of the said Trotter and Moore, by themselves, or their agents, the said Joseph B. Earle, assistant agent for the removal and subsistence of Indians, doth obligate himself, in behalf of the United States, to pay to the said Trotter and Moore the amount that may be due them, in accordance with the foregoing contract.

Signed and sealed, day and date above written.

WILLIAM B. TROTTER. [SEAL.]  
ALEXANDER MOORE. [SEAL.]  
JOSEPH B. EARLE. [SEAL.]

Witnesses :

SAMUEL MCKINNEY,  
ELIAS E. POOLE.