

DENT, VANTINE & CO.

[To accompany Bill H. R. No. 331.]

MARCH, 5, 1858.

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

REPORT.

The Committee on Indian Affairs, to whom was referred the petition of Dent, Vantine & Co., to be paid for supplies furnished Indians in the State of California, report :

That the amount of the account which the petitioners claim is due to them, \$49,763 44, exclusive of interest, which they also claim they should be allowed and paid, at the rate of ten per cent. per annum, from the time such moneys became due, and that such account is composed of the following items, to wit :

205,994 pounds of beef, at twenty cents	-	-	\$41,198 80
47,279 pounds of flour, at sixteen cents per pound	-	-	7,564 64
Money paid by them to Adam Johnson for a license to trade with the Indians	-	-	1,000 00
Total amount	-	-	<u>49,763 44</u>

Interest from the 1st of December, 1852, until paid.

This claim has been repeatedly pressed upon the attention of Congress, and on the 3d of March, 1855, Mr. Orr, from the Committee on Indian Affairs, made a report on the subject, in which it is said, among other things, "that it is alleged that the beef and flour were furnished upon the separate orders of Agent Wozencraft and Sub-Agent Adam Johnson." It was further reported "that monthly accounts are rendered, and Agent Wozencraft certifies that they are correct, and were for the United States." This certificate is the only evidence furnished your committee to establish the delivery of beef and flour in California. Your committee further state that, since the making of such report, testimony has been taken before a commissioner of the United States, which is now before your committee, and which, in their opinion, satisfactorily establishes the delivery of large amounts of beef and flour by the petitioners to the Indians in the middle district of the State of California, upon the orders of and direction of Indian Agent Wozencraft and Sub-Agent Adam Johnson, in the years 1851 and 1852.

Wozencraft and Johnson seemed to have acted in this matter without expressed authority, but, your committee believe, in good faith. Messrs Gwin and Weller, senators, and Latham and McDougal, representatives, whilst occupying seats in Congress, bore evidence that in the spring of 1851 "the Indians were at war with the whites;" "that the first measures adopted by the commissioners (of whom Wozencraft was one) was to furnish the Indians with food and to stop the war," and they say "that peace has been uninterrupted since the period in question, when they (the Indians) were furnished with food."

On the 15th of October, 1850, A. S. Loughry, acting commissioner of Indian affairs, writes to Wozencraft and others, "to make such treaties and compacts with the Indians as may seem just and proper, to determine upon some rule of action which will be most efficient in attaining the desired object, which is, by all possible means, to conciliate the good feelings of the Indians, and to get them to ratify those feelings by entering into written treaties," &c., &c.—(Senate Doc. 4, 1853, page 9.)

On the 28th of May, 1851, Wozencraft negotiated a treaty with the Indians, by the fifth article of which it was stipulated that, "within the term of two years from the date of the treaties," the United States should furnish the Indians four hundred head of beef cattle, to average 500 lbs., two hundred sacks of flour, of 100 lbs. each, and two hundred head of goats. This treaty was rejected at the extra session of the Senate in 1853; but the beef and flour for which the petitioners claim compensation had been delivered prior to this rejection, and upon the express orders and directions of Wozencraft and Johnson.

There not being express authority, on the part of Wozencraft and Johnson, to bind the government by their contracts, the claim of the petitioners must be subjected to the rule which the government adopt in like cases, and its payment must depend upon the facts that the contract inured to the benefit of the government, and the circumstances surrounding it were such as would authorize the reasonable inference that Congress would, if possessed of the facts, have given the necessary authority. Your committee are of opinion that the evidence in this case brings it within the rule, and that, upon equitable grounds arising out of the circumstances of the transaction, the petitioners are entitled to a fair and reasonable compensation for the provisions furnished.

It is also clearly established that Sub-Agent Johnson, acting in such capacity, granted to the petitioners a license as Indian traders, for which he charged and received the sum of \$1,000, which sum was illegally exacted, and should be refunded. It appears that the petitioners made these advances of provisions under the agreement that they should be paid therefor as furnished, and also that they have diligently prosecuted their claim for payment.

Under these circumstances, your committee recommend that they be allowed interest upon such amount as shall be found justly due to them, at the rate of ten per cent. per annum, that being the legal rate of interest in the State of California; and they respectfully submit the accompanying bill, and recommend its passage.