

INDIAN AFFAIRS IN DAKOTA.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

IN ANSWER TO

A resolution of the House of 23d of May, in regard to the conduct of Indian affairs in Dakota Territory.

JULY 19, 1866.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., July 18, 1866.

SIR: In compliance with the requirements of House resolution of May 23, 1866, I have the honor to transmit herewith a copy of a report of the Commissioner of Indian Affairs, of this date, with a copy of Special Commissioner Johnson's report, of the 16th instant, and accompanying papers, upon the conduct of Indian affairs in Dakota Territory.

I am, sir, very respectfully, your obedient servant,

JAS. HARLAN, *Secretary.*

Hon. SCHUYLER COLFAX,

Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,

Washington, D. C., July 18, 1866.

SIR: I have the honor to acknowledge the receipt of House resolution of May 23, 1866, requiring a report from you as to the amount of funds heretofore appropriated for the erection of school-houses and the maintenance of schools at the various agencies in the Dakota superintendency, and the manner in which the same has been expended, together with the present condition of said agencies, and the manner in which the business of the superintendency has been conducted, which resolution was referred to this office by your department for report on the 24th May, 1866.

There are but two agencies in Dakota where any appropriation has ever been made for school purposes—the Ponca and the Yankton. Under the treaty of March 12, 1858, with the Poncas, the sum of \$35,000 has heretofore been appropriated for the support of a manual labor school.

Of this sum \$17,500 were expended by late Agent Hoffman in the erection of a school-house, and the building has not yet been completed.

The residue of the appropriation (\$17,500) is still in the treasury. There has never been a school at the agency, and no funds have been expended for one.

The building, besides not being completed, is not suitable for the purpose for which it was intended; and the Indians, having removed to their proposed new reservation, are too remote from the school-house to send their children thither. Should the new treaty with these Indians be ratified, the school-house can be removed to the new reservation. It contains abundance of lumber to erect a building suitable for a school.

The treaty of April 19, 1858, with the Yankton Sioux, provides that ten thousand dollars shall be expended "to build a school-house or school-houses, and to establish and maintain one or more manual labor schools for the education and training of the children of said Indians in letters, agriculture, the mechanic arts, and housewifery." This sum was appropriated, and on the 1st of May, 1860, was remitted to late Agent Redfield. He seems to have made no attempt to build a school-house or maintain a school, but expended about one-half the sum for erecting a mill and other buildings, (in addition to the appropriation of \$15,000 for that object,) and paid or expended the residue as annuity. This treaty also provides for withholding a portion of the annuities of the tribe for school purposes to such amount as "shall be deemed necessary by the President." Under this provision late Agent Burleigh used of such annuities the sum of \$400 for lumber and timber for a school-house, \$40 for nails, \$231 for carpenters "in constructing a school-house, \$825 for pay of teachers, \$75 61 for school books, and \$300 for subsisting scholars and apprentices."

The foregoing facts appeared from the records of this office; but as I did not deem them sufficient to answer the resolution referred to, I, in compliance with your instructions in letter of June 5, 1866, directed Mr. Alexander Johnston to proceed to Dakota, and make such investigation and report as would enable the department to respond to the resolution of the House above referred to.

Mr. Johnston, under date of the 16th instant, submitted a preliminary report, referring chiefly to the Yankton agency, accompanied by testimony taken by him in regard to the past conduct of Indian affairs there, copies of which are herewith transmitted.

The facts elicited by Mr. Johnston, and referred to in his report, taken in connexion with the records of this office, may be briefly stated as follows:

That late Agent Burleigh claims to have expended \$1,871 61, and was allowed credit for that amount by my predecessor, for building a school-house and for educational purposes, while no house was built, no school kept, and no Indians taught;

That he took receipts from the Indians for property that he retained in his possession and dropped the property from his returns on such receipts;

That he made frequent purchases of supplies for the agency from the employés;

That the purchases made by him were made without inviting competition, by advertisement, as provided by law;

That he purchased articles with the funds of the Indians, which were not necessary for them;

That of 73 work cattle, 275 milch cows, 5 horses, 56 stock hogs and 17 wagons purchased by him during his term of office, nothing remained to be turned over to his successor except one wagon;

That he sold some oxen and a wagon from the agency, and took oxen, wagons, ploughs, chains and yokes from the agency to his farm at Bon Homme;

That he enrolled and paid eleven men as "carpenters" in "constructing a school-house" who were soldiers stationed at the agency, and who did not construct a school house;

That he paid Catherine S. Burleigh, Sallie D. Faulk, and Henrietta Faulk, as "teachers," when there was no school;

That he paid a miller and an engineer when there was no mill in operation ;
That he paid John Thompson as blacksmith and James Mechling as tinner while they worked for him on his farm ;

That he sold tinware to his trader which was manufactured by the tinsmith, paid out of the funds of the Indians ;

That he enrolled his son, thirteen years old, as a "laborer" at the agency, and paid him at the rate of \$40 per month, while the boy went to school or amused himself in hunting and fishing ;

That, running the mess-house (a wayside inn) for his own profit, he paid the persons who kept it out of the funds of the Indians ;

That he paid John W. Owens and Foster T. Wheeler, employed as laborers at the agency, less money than they received for ;

That he filled up a voucher, signed in blank by John W. Owens, for more than ten times the amount received by Mr. Owens ;

That he brought into his account a voucher for \$1,200 as paid to Charles C. Hedges and received by him, for hauling forty tons of goods from the wreck of the steamer J. G. Morrow—which goods had not been hauled by Hedges, but by other parties employed by agent Burleigh, at one-half the rates charged in the voucher ;

That he agreed to collect a deprecation claim for John W. Owens, against the Indians under his charge, for one-half of the amount collected ;

That he presented and collected a similar claim of Ellis W. Wall, where a similar agreement had been entered into with his father-in-law, A. J. Faulk ;

That he brought a voucher into his accounts, which was allowed by my predecessor, for \$750, as paid to John W. Owens, when no part of it had or has been paid ;

That he brought a voucher into his accounts, which was allowed by my predecessor, for \$1,313 75, as paid to Ellis W. Wall, when but \$500 had been paid.

That he represented to both Owens and Wall that their claims for depredations had not been allowed, when he had the funds in his hands to pay them.

Beside these, there are other matters of less importance, but still of a very serious nature, in the report of Mr. Johnston and in the testimony accompanying his report. As he wrote with the facts and the records before him, and has stated the points more at length than I have done, I respectfully refer you to his report for the details.

Mr. Johnston alludes to the difficulties he had in making a report, occasioned by the shortness of the time at his disposal and the want of power to send for persons and papers, and suggests, if it is intended to redress the wrongs of these Indians, that a committee or a special commissioner be sent out, clothed with power to compel the appearance of witnesses, and make a thorough investigation.

I concur in this suggestion. Such investigations are too often a matter of form merely. The present case affords an instance. Soon after Mr. Burleigh entered upon the duties of the Yankton agency, charges were preferred against him. These charges were considered so serious that President Lincoln, on the 31st December, 1861, wrote, with his own hand, a letter to the late Commissioner of Indian Affairs, in these words: "I have been shown charges against Walter A. Burleigh, Yankton Indian agent, which have been filed in your office. I think you should suspend his official functions till these charges be heard, and that the charges be brought to a hearing as soon as possible. I think honorable Mr. Covode procured Mr. Burleigh's appointment; if I had anything to do with it, let me know.—A. LINCOLN."

An investigation was then ordered, which resulted in a report by the then superintendent of Indian affairs in Dakota, not only that the charges were unfounded, but that Agent Burleigh was a "fearless, upright, and efficient agent." The facts now presented are a sufficient comment on such investigations.

This report does not cover all the matters called for in the resolution of the House, and is not full upon the points contained in it. So soon as it is practicable to make further investigation, a full report will be submitted.

Very respectfully, your obedient servant,

D. N. COOLEY, *Commissioner.*

Hon. JAMES HARLAN,
Secretary of the Interior.

WASHINGTON, D. C., July 16, 1866.

SIR: In compliance with your instructions, under date of the 9th ultimo, I left Washington on the evening of the 10th, to visit the Dakota superintendency, and make the investigation and report upon the conduct of Indian affairs there, which was required by the instructions above referred to, and by House resolution of May 23d, 1866.

Having taken such testimony as the limited time and the surrounding circumstances would permit, I have the honor to submit the same with the following report.

I desire to premise, that, in making the investigation, I confined myself to persons against whom there was evil speaking by the people of the Territory, and to transactions in regard to which I could obtain competent testimony. If no evil is spoken of a superintendent or Indian agent in Dakota by the people, his conduct must have been circumspect; and if hearsay evidence could be taken, many volumes might be filled with a report upon Indian affairs in that superintendency.

THE SUPERINTENDENCY PROPER.

Hon. Newton Edmunds, governor and *ex officio* superintendent Indian affairs, was absent on duty as one of the peace commissioners to the tribes on the upper Missouri, and I did not, therefore, have a fair opportunity to examine into the conduct of Indian affairs in the superintendency proper. A great deal is said by the people to the prejudice of the governor, in his management of Indian affairs; but I was not able, under the circumstances, to elicit such facts as would sustain these reports against him. Upon his return from the upper Missouri, I propose to make further investigation and report in his case.

CROW CREEK AGENCY.

The Indians of this agency having been removed to Niobrara, in the northern superintendency, I did not extend my inquiries to it.

PONCA AGENCY.

I heard nothing said, of a definite character, to the prejudice of Agent Potter. I found the Indians of his agency nearly all located on their proposed new reservation, about twelve miles from the agency buildings. In a "talk" I had with some of the chiefs and headmen, they expressed great solicitude about the ratification of their new treaty. These Indians raised much more corn last year than they needed; but their liberality in giving it away to their neighbors, the Yanktons, has almost brought them to want. They have a little more ground planted this year than last, and the prospects for an abundant crop were never better.

The Poncas have no school, and never had. The school-house erected at the agency by late Agent Hoffman was never finished, and should not be. It is twice as large as the wants of the tribe would require; and the frame work is as

much too light as the building is too large. The lumber in it is good, and could be used in building a school-house at the new reservation, should the treaty be ratified.

No funds have been expended for school purposes at this agency since Agent Potter took charge of it.

YANKTON SIOUX AGENCY.

The conduct of affairs of this agency was the subject of universal remark by the people of Dakota; but the limited time I had at my command, and the difficulty I experienced in finding parties who have been personally cognizant of its details, compel me to submit an incomplete report, accompanied by testimony that is little more suggestive of what common report and the logic of circumstances indicate has been going on there since the agency was established. I found no one who was acquainted with the details of the management of the agency under the administration of late Agent Redfield, and very few who were familiar with its management by late Agent Burleigh. The few I did find were generally unwilling to give information. One of them, Jacob Rufner, who was the first I called upon to testify, refused to be sworn unless I first explained to him what I desired. "I want to know what you want," he said; "because if it's any slur on Dr. Burleigh, I ain't agoing to have nothing to do with it; if I do, he will fix it so I'll never get anything in the world, and he'll drive me out of the country." Therefore, in making such investigation as I did, I was compelled to search out individual cases at random, without any previous knowledge as to their character.

Among other data placed in my hands to assist me in examining into Indian affairs in Dakota, were the duplicate accounts of late Agent Burleigh. Many of the facts which I have elicited are unintelligible, except in connexion with these accounts, and I shall therefore be compelled to make frequent reference to them; and to make what follows more readily understood, I must refer to one matter that appears from the accounts alone, which is the manner in which late Agent Burleigh disposed of the property which came into his possession—a manner which I know you have not tolerated since you assumed the position you now hold.

In looking over the accounts of late Agent Burleigh, I find that at the end of each quarter he reports no property on hand; and in seeking an explanation of this, I discover that he has taken and filed with his accounts the receipts of the Indians for every article purchased by him or sent to him by the department. The form of receipt generally used is as follows:

"We, the undersigned, chiefs and headmen of the tribe of Yankton Sioux Indians, hereby acknowledge to have received from W. A. Burleigh, our agent, all the goods and property hereinafter mentioned, and we authorize our said agent to retain in his possession, for our use and benefit, as he may deem best for our interests, and to actually deliver to us for our use and consumption, such portions from time to time as he may judge proper for us."

Under these receipts all farming implements, all work cattle, all stock, all tools for the shops and mill, all medicines, all property of every description, from the horses he drove to the penknife he carried in his pocket, were dropped from the agent's returns as "issued to the Indians."

Take, for example, the following items from the "Indian receipt" in late Agent Burleigh's accounts for the third quarter of 1863, (a copy of which is herewith):

"One pair of bay horses, 7 years old; 1 set double harness; 1 dozen 17-inch mill files; 2 14-inch ploughs; 2 ox wagons; 6 dozen Seidlitz powders; 6 pounds compound syrup squills; 6 dozen Ayres's pills; 1 gallon 95 per cent. alcohol; 3 bottles rose water; 1 cook stove; $\frac{1}{2}$ M, 6,434, 8 $\frac{1}{2}$ -inch official envelopes; 1

M. double thick white letter envelopes; 1 ream P. and P. excelsior legal cap; $\frac{1}{2}$ ream first-class Congress cap; 1 ream quarto post; 1 ream P. and P. first-class note; 1 seal; 1 penknife; 1 ruling-pen; 1 gross pens; 1 dozen lead pencils; 1 cash box; 4 bottles (quart) Arnold's fluid; 4 bottles 8-ounce mucilage; 2 bottles 2-ounce carmine; 1 pound wax; 1 memorandum book; 1 ream vouchers; 1 portfolio."

To this receipt the agent makes a certificate in these words:

"I certify, on honor, that I have actually delivered to the chiefs and headmen of the Yankton Sioux all of the goods and property mentioned in the foregoing receipt.

"W. A. BURLEIGH,
"United States Yankton Agent.

"YANKTON AGENCY, *September 30, 1863.*"

Another matter of much less consequence, however, appears from the accounts above, which is, that many articles were purchased by late Agent Burleigh with Indian funds, which could not have been necessary for the Indians. The following list will furnish an example:

1 sewing machine.....	June 1, 1861,	\$90 00
School-books.....	July 30, 1861,	49 64
11 bedsteads, 2 dozen chairs.....	Aug. 12, 1861,	77 30
1 cook-stove.....	Aug. 14, 1861,	30 00
1 cook-range.....	Aug. 21, 1861,	75 00
School-books.....	Sept. 8, 1862,	25 97
1 cook-stove.....	Sept. 8, 1863,	24 00
4 bedsteads, 2 mattresses, 2 dozen chairs, and four tables.....	Sept. 15, 1862,	49 00

These accounts also show that late Agent Burleigh frequently made purchases of corn, cattle, beef, &c., from the employes of the agency—a thing not allowed under your administration; and they also show, which is of much greater consequence, that all the purchases made by late Agent Burleigh, were made without inviting competition by advertising for proposals, or in any manner regarding the act of March 2, 1861, on that subject.

I will now briefly refer to some points in the testimony which is herewith submitted, in connexion with some of the items in the accounts of late Agent Burleigh:

First. His accounts show that, in addition to the cattle for beef, he purchased seventy-three yoke of work-cattle, two hundred and seventy-five milch cows; also, five horses, fifty-six stock hogs, and seventeen wagons. The testimony shows that there was at the agency, when Agent Conger took possession, one milch cow, and no more, which the late agent gave to Mrs. Conger; but not one ox, not one horse, and not one hog, and only one wagon. Owing to the peculiar manner in which the agent accounted for all property which came into his possession, it is difficult to find exactly what became of these cattle, horses, hogs, and wagons. The "Indian receipts," with his accounts merely show that they were either delivered to the Indians or retained by the agent to be delivered when he saw proper. John W. Owens testifies that "two yoke of cattle, two wagons, some ploughs, chains, and yokes" were brought from the agency, and put under his charge on Dr. Burleigh's farm at Bon Homme; and Ellis W. Wall testifies that he bought from the agent, and took from the agency, three yoke of cattle and one wagon. Mr. Owens also testifies that the Indians killed thirteen oxen for getting into their fields, and that the meat of these oxen was taken to the warehouse and "sold out to the Indians." He also testifies that there were large numbers of milch cows brought to the farm of late Agent Burleigh at Bon Homme; and that, when John H. Burleigh, (the agent's brother,

and farmer at the agency,) brought one hundred and eleven head to the farm, he (John H. Burleigh) said they were Indian cattle, bought with Indian money. This is not competent testimony, however; and the remark made by the agent to Owens, in regard to this same lot of cattle, "We have a fine lot of cows here now, and we can keep them till we get a calf or two apiece from them," is not definite.

Second. In the accounts of late Agent Burleigh for the fourth quarter 1862 he has a voucher which he designates as a "pay-roll of employes constructing a school-house." On this pay roll are the names of Ira Williams, Richard Kane, John Kinney, William Moore, George Yule, Abraham Sheefer, Joseph Brady, Matthew McWherry, James Clark, Dwight Wadsworth; and James Dugan. They are rated as "carpenters," and paid each for twelve days' service, at the rate of one dollar and seventy-five cents per day. I know by personal observation, and by the testimony, that there is not, and never was, a school-house at the agency; and Charles E. Hedges testifies that these "carpenters" were soldiers stationed at the agency.

Third. These accounts show that late Agent Burleigh paid Sallie D. Faulk as a "teacher" in the fourth quarter 1861, and she and Catharine S. Burleigh as "teachers" in the first, second, third, and fourth quarters of 1862; and Catharine S. Burleigh and Henrietta Faulk as "teachers" in the second quarter 1863. The testimony shows that there was a school for white children at the agency, taught by Dr. Barrett, who was paid as physician; but that there was never a school for Indians.

Fourth. The accounts show that Clarence Brown was paid as engineer in the second, third, and fourth quarters 1861; and that Alexander Keeler was paid as miller from the time Agent Burleigh took charge up to March 31, 1863—about two years. The testimony of Guyon and Bradford shows that the mill was not in running order; that it was not even standing till Mr. Bradford set it up in the summer of 1862. Guyon says: "The only engineer was Mr. Bradford. There was no miller there."

Fifth. The testimony of Mr. Bradford shows that John Thompson and James Meehling worked for Agent Burleigh on his farm at Bon Homme, while they were enrolled and paid, the former as blacksmith, and the latter as tinsmith, at the agency. The same testimony shows that this blacksmith did work for outside parties, and was paid for it; and that this tinsmith made tinware which was sold by Agent Burleigh to his trader.

Sixth. From the time Dr. Burleigh took charge of the agency, early in 1861, till July, 1863, as also in the fourth quarter 1864 and first quarter 1865, Timothy B. Burleigh was enrolled and paid as a "laborer" at the rate of forty dollars per month. The testimony of Owens, Guyon, and Bradford shows that this Timothy B. Burleigh was a son of Agent Burleigh; that he was a boy of thirteen years, going to Dr. Barrett's school, or amusing himself in hunting and trapping.

Seventh. The testimony of Hedges and Wheeler shows that the mess-house at the agency (which is a stage-station, where travellers are wont to stop) was kept during the administration of Agent Burleigh, up till May 16, 1864, by S. B. Shrader and Foster T. Wheeler, and that the receipts went into the hands of Agent Burleigh or to his family. These men were, as the accounts will show, enrolled and paid as employes—paid with the money of the Indians, while they worked for the agent.

Eighth. John W. Owens testifies that while he was employed at the agency he was paid at the rate of one dollar per day, for which he generally signed blank vouchers. According to the accounts of late Agent Burleigh, the Indians paid Mr. Owens at the rate of \$460 per annum for a part of the time, and for a part at the rate of \$480. Foster T. Wheeler swears that he worked in the mess-house for over two years, for which he received pay at the rate of

twenty-five dollars per month, and no more. In these accounts Mr. Wheeler receipts for wages at the rate of thirty dollars per month, except for the fourth quarter 1863, when he receipts at the rate of forty dollars. After examining one of the pay-rolls, he testifies that he "don't think the figures were there" when he signed it.

Ninth. Mr. Owens testifies that in the spring of 1862 he sold to Agent Burleigh "sixty or seventy bushels (but not more) of corn, and forty bushels of potatoes, for twenty-five cents per bushel for each," for which he signed a blank voucher. This sale would bring Mr. Owens between twenty-five and thirty dollars. In the accounts of late Agent Burleigh, the voucher purports to be for one hundred and seventy bushels of corn and two hundred bushels of potatoes, at one dollar per bushel each, making *three hundred and seventy dollars*, for which amount the agent gets credit. It is scarcely worth while, in this connexion, to mention that Guyon swears he sold Burleigh a mule for eighty dollars, which is put down at ninety dollars in his accounts.

Tenth. Voucher No. 41, in the accounts of late Agent Burleigh, is for "gathering and hauling from wreck of steamer J. G. Morrow forty tons of freight to the Yankton agency, at thirty dollars per ton." It is receipted by Charles E. Hedges. The timid Rufner testifies that he helped save these goods, and that they were hauled to the agency by "some Norwegians" that Agent Burleigh hired. Owens testifies that "there were different men hired" to haul them, and that he was one of them. Siever Halverson Myhren, a Norwegian, testifies that he hauled 3,500 pounds of these goods to the agency, for which he was paid at the rate of seventy-five cents per hundred pounds. Lewis Larson, also a Norwegian, testifies that he hauled two loads of these goods, for which he was paid at the rate of seventy-five cents per hundred. He also swears that ten others, who hauled at the same time he did, were paid at the same rate. Both Myhren and Larson testify that they were paid by Agent Burleigh, and that Hedges had nothing to do with the matter. Here we see, then, that if there was really forty tons of these goods, Agent Burleigh paid six hundred dollars for hauling them; and having a convenient man at his elbow to sign a voucher, he charges the Indians *twelve hundred* for it.

Eleventh. Voucher No. 5 in the accounts of late Agent Burleigh, for the second quarter 1863, is signed by S. B. Shrader, an employé who kept the mess-house. It is for furnishing 1,200 meals "for scholars and apprentices amounting to \$300. The accounts of the late agent show that there was an apprentice employed for two quarters in the blacksmith shop. Bradford testifies that there was one employed in the blacksmith shop "for about one month;" and that "there were no other apprentices." The only other indication that there were apprentices is that, per voucher No. 14 in these accounts, first quarter 1862, A. J. Faulk is paid for boarding two for three months. As I know there was no school, and of course no "scholars," who, then, if anybody, ate these "1,200 meals?" There is no doubt the amount of this voucher was paid, because, under the mess-house arrangement, the money went to the agent.

Twelfth. The accounts of late Agent Burleigh for the third quarter 1864 show that certain claims for depredations by the Yanktons had been paid as follows:

F. D. Pease, September 30, 1864.....	\$2,571 00
W. A. Dempsey, " " ".....	611 00
Fred. Carman, " " ".....	550 00
John H. Owens, " " ".....	750 00
Ellis W. Wall, " " ".....	1,313 75

Of these claimants I could only find Owens and Wall. Their testimony in regard to these claims presents a singular state of facts. I will very briefly refer to it. Owens swears that he placed his claim in the hands of Dr. Bur-

leigh (then agent) for collection, with the agreement that the proceeds should be equally divided between them; that he signed a blank voucher for it, to enable the agent to collect it, and that he has "never received a cent of it." Wall testified, in regard to his claim, that he presented it to Agent Burleigh, who said he had no time to attend to it, but advised him to get Squire Faulk (the father-in-law of Agent Burleigh) to collect it; that he placed it in the hands of the squire, agreeing to pay him one-half for its collection; that when he afterwards spoke to the agent about it, he stated that "he didn't know how the squire was getting along with it, but he thought there was no chance;" that, in September, 1864, he was at the agency, and saw Dr. Burleigh, but the witness had better relate the rest in his own language. He continues: "Doctor Burleigh told me he was very anxious to see me, and told me to be sure and come to the office before I went away. I saw him before I left; he told me he had been on to Washington, and that there was no show for my claim. He said he wanted to help the people up here, though; that I was a poor man, and that if I would sign the vouchers, he would give up my note for \$500, and stand his chances of collecting my claim. I signed the vouchers, and he gave up my note. I have never heard anything further about the matter since." This was in September, 1864. Funds to pay the claim (\$1,313 75) in full had been placed in the agents hands in August, 1864.

The records of your office show that the claim of Owens, above referred to, was allowed by Commissioner Dole, January 15, 1864; they do not show that either of the above claims was allowed at all, except that the funds to pay them were remitted to agent Burleigh, August 19, 1864.

Although Wall testifies that his claim was placed in the hands of Mr. Faulk to be collected on the shares, (the agent stating he had no time to attend to it,) the records show that Agent Burleigh, and not Mr. Faulk, presented it to the department.

The note for \$500 alluded to by Wall, as above, was given, as his testimony will show, for four yoke of oxen and a wagon: one yoke of which oxen were sold to him by Agent Burleigh from his farm, and three yoke and the wagon from the agency.

The certificates to the voucher of Owens and that of Wall are both in the same language, and as follows:

"I certify, on honor, that the above account is correct and just, and that I have actually, this 30th day of September, 1864, paid the amount thereof.

W. A. BURLEIGH,
United States Yankton Agent."

There is one other matter of which it may be well to speak, where the accounts of late Agent Burleigh and the surrounding circumstances do not seem to accord, which is in regard to lumber. There was no sawing done until 1862, as Guyon and Bradford testify. During that year Agent Burleigh, as per his accounts, purchased 90,000 feet of saw logs; in 1863 he purchased 150,000 feet; and in 1864, 49,000 feet—in all, 289,000 feet. Mr. Bradford, working by the month, saved the logs in 1862, and, as per the accounts, was paid by the 1,000 feet for doing so in 1863 and 1864. What became of so much lumber? All the buildings at the agency do not contain any such quantity. Mr. Bradford swears that Hedges took away 1,500 or 2,000 feet, and Agent Burleigh took to his farm about 4,000 feet. But these items are insignificant; the agent's accounts throw no light on the subject, for he has receipts of the Indians, first for the logs, and afterwards for the lumber.

There are some curious facts contained in the accompanying testimony which do not depend for their interest on Agent Burleigh's accounts. These can be understood by any one who reads the testimony, however, and I will refer to but one or two of them.

It appears from the testimony of Owens and Bradford that there was butchering carried on at the agency, either by S. B. Shrader or John H. Burleigh, or both. A beef was killed at least once a week, and the meat was sold to the employés and the Indians. Both these witnesses testify that the Indians bought and paid for meat; and both swear that they never saw any issued to them for which they did not pay—unless, as Mr. Bradford says, it was some part that was not salable. When the Indians, in a fit of anger, killed thirteen of the work-cattle at the agency, as testified by Owens, the meat was sold to them. The accounts of the agent show negatively, that neither the Indians nor the government had credit for the proceeds of such sales.

The condition of the Indians of this agency for the last few months has not been very satisfactory. It was late in the season when crops were put in last year, and what was planted, owing to bad seed and dry weather, was almost a total failure. Their funds are not sufficient to clothe and subsist them, and they have consequently suffered to some extent. They have now more corn planted than ever before, with every prospect of an abundant crop. Their summer hunt, upon which they started while I was at the agency, bids fair to be successful. They will probably return with abundance of buffalo meat about the beginning of the roasting-ear season.

This must complete my report for the present. The facts elicited as to the past conduct of affairs are isolated, and relate to matters of little importance compared with the numerous and large transactions of the Yankton agency. If the object in view by the House of Representatives, in passing the resolution under which I was sent to Dakota, is to provide any remedy or redress for these Indians, it cannot be accomplished without conferring upon a committee, or a special commissioner, full authority to make an investigation, with power to send for persons and papers. I would respectfully suggest that this be done.

Respectfully submitted.

ALEXANDER JOHNSTON,
Special United States Agent.

Hon. D. N. COOLEY,
Commissioner of Indian Affairs, Washington, D. C.

Deposition of Jacob Rufner in regard to the conduct of Indian affairs in the Dakota superintendency, taken at Bon Homme, Dakota Territory, June 21, A. D. 1866.

Jacob Rufner being duly sworn, upon his oath deposes and says:

Question. State when and in what capacity you were first employed at the Yankton agency.

Answer. I came out here with Doctor Burleigh when he first came out on the steamboat. I worked by the month on the farm.

Question. How long did you work on the farm.

Answer. I worked about two years.

Question. State particularly what work you did on the farm.

Answer. I ploughed, harrowed, worked in the mill, and did everything that was to be done on the farm.

Question. When did you commence keeping the mess-house for Dr. Burleigh?

Answer. On the 16th of May, 1864, and on the 19th of June, 1865, I quit it.

Question. What arrangement had you with Dr. Burleigh in regard to keeping it?

Answer. I boarded his men by the week.

Question. At how much per week?

Answer. I got five dollars per week for each man, and a team furnished to haul water, &c., &c.

Question. Who furnished the provisions?

Answer. I did myself.

Question. During what time did you receive pay as an employé of the agency?

Answer. I received pay until I took the mess-house, except a part of the time that I was on Dr. Burleigh's farm.

Question. During what time were you on Dr. Burleigh's farm?

Answer. I was there about five or six months.

Question. Do you know what goods were saved from the steamer J. G. Morrow?

Answer. I don't know.

Question. Were you at the steamer after she had sunk?

Answer. Yes, sir.

Question. Did you assist to save the goods and bring them to the agency?

Answer. I helped to save a few sacks of flour. I did not help to bring any.

Question. Who brought the goods to the agency?

Answer. Some Norwegians he hired to haul them through.

Question. Did all the goods saved belong to the Indians?

Answer. That is more than I am able to tell.

Question. Who was it worked for Dr. Burleigh at his farm at the same time that you did?

Answer. Alexander Keeler, Charles Bedell, Clarence Brown, Ben Catod, Alexander Renroutre, Baltize Lefont, and others.

JACOB RUFNER.

Sworn and subscribed to before me the 21st June, 1866.

[SEAL.]

CHAS. F. ROSSTEUSCHER,

Notary Public.

Deposition of John Owens in regard to the conduct of Indian affairs in the Dakota superintendency, taken near Bon Homme, Dakota Territory, June 21, 1866.

John Owens, being first duly sworn, upon his oath deposes and says:

Question. State when and in what capacity you were first employed at the Yankton agency.

Answer. I was employed as teamster from the 14th of December, 1861, until the last day of October, 1862.

Question. Was there any school where Indians were taught to read and write at the agency?

Answer. Not to my knowledge.

Question. Could there have been a school without your knowing it?

Answer. There could not have been.

Question. What agreement did you have with Agent Burleigh in regard to wages, and what wages did you receive?

Answer. I was to have one dollar per day, and the privilege to send my children to school for one year.

Question. What school do you refer to?

Answer. A school taught by Dr. Barrett.

Question. When you signed vouchers for your pay, were they filled up?

Answer. They were generally in blank; sometimes filled up.

Question. Were you at the steamer J. G. Morrow after she sunk?

Answer. Yes, sir.

Question. Who saved the goods, and who hauled them to the agency?

Answer. There were different men hired, and I was one of them.

Question. What rate of freight was paid for hauling up the goods?

Answer. I don't know.

Question. Was Timothy B. Burleigh employed as a laborer during the time you were there?

Answer. Not that I know of.

Question. Who is T. B. Burleigh, and what did he do while he was at the agency?

Answer. He was said to be the son of Walter A. Burleigh, and was going to school.

Question. Was there any mill in operation at the agency during the time you were there?

Answer. There was not.

Question. Did Catherine S. Burleigh and Sally D. Faulk teach school at the agency while you were there?

Answer. Not that I know of.

Question. What number of work-cattle were there at the agency while you were there?

Answer. Between twenty and twenty-five yoke.

Question. What number of other cattle?

Answer. Not more than four or five cows.

Question. Did these belong to the Indians or other parties?

Answer. They were claimed by Dr. Burleigh and Colonel Faulk.

Question. Were there any horses at the agency when you first went there?

Answer. I think there was one pair.

Question. What became of them?

Answer. One of them Dr. Burleigh sold to a soldier; the other I don't know what became of it.

Question. What cows were brought to the agency while you were there? and where did Dr. Burleigh procure them?

Answer. There were different little herds brought in, but I don't know where he procured them.

Question. Were there any stock hogs at the agency at the time you were there?

Answer. Four or five. Dr. Burleigh made presents to some of the favorite Indians with them.

Question. How many working cattle were there when you left the agency?

Answer. About four or five yoke.

Question. Do you know anything about eighty milch cows purchased of J. W. Bosler in October, 1862?

Answer. I do not.

Question. Could that many cows have been brought to the agency without your knowing it?

Answer. I think not.

Question. How many cattle besides work-cattle were there on the reservation at any one time while you were there?

Answer. To the best of my knowledge there were not over twenty.

Question. State what you know about the Indians killing oxen in the summer of 1862.

Answer. They killed six and wounded seven more, which had to be killed the next day; the reason assigned was that they got into their fields.

Question. What disposition was made of the meat after the cattle were killed?

Answer. The meat was taken to the warehouse and sold out to the Indians.

Question. State what butchering was done at the agency, and by whom and for whose benefit.

Answer. They butchered about twice a week; it was done by John H. Burleigh, and he received the pay for the meat.

Question. Was John H. Burleigh or Agent Burleigh the party really interested?

Answer. I cannot say for certain. The money paid at the time of the sale was paid to John H. Burleigh; but what meat I received was charged to me and taken out of my pay by Agent Burleigh.

Question. Do you know of any beef being issued to the Indians while you were there for which they did not pay?

Answer. I do not.

Question. Do you know that the Indians paid for beef issued to them?

Answer. Yes, sir; I have seen them pay for it.

Question. Did you sell Agent Burleigh corn and potatoes in the spring of 1862? if so, how much of each, and at what price?

Answer. I did sell him about sixty or seventy bushels, but not more, of corn, and forty bushels of potatoes, for twenty-five cents per bushel for each. I have not a memorandum of the exact number of bushels, but I am certain there was not more than I have stated. I am also certain that the price I have stated is correct.

Question. Was the voucher for this corn and potatoes in blank, or was it filled up when you signed it?

Answer. It was in blank.

Question. State whether you ever had a claim for depredations by the Yankton Indians; and if so, how did it arise?

Answer. I had a claim. In the fall of 1862, the Yankton Indians set fire to the wood where I was living, and burned the timber and all my feed for the cattle.

Question. Who undertook to collect this claim for you?

Answer. Agent Burleigh.

Question. What arrangement did Agent Burleigh propose to make in regard to collecting said claim?

Answer. He told me that he would take it and do the best he could, and proposed that he would equally divide the amount received.

Question. How much money did Dr. Burleigh collect for you; and how much have you received?

Answer. I never received anything. I do not know if he ever collected it or not.

Question. Please examine the paper which I hand to you, which is a duplicate of voucher No. 19 in the accounts of Agent Burleigh for the third quarter 1864, and state whether it is signed by you; and, if so, under what circumstances you signed it.

Answer. It is signed by me. I signed it in blank in order to enable Agent Burleigh to collect my claim. I did not know before that the claim had ever been allowed. I never received a cent of it. I have asked Agent Burleigh, and he answered that he "never got a damned cent."

Question. State fully what you know about the management of Indian affairs at the Yankton agency during the administration of Agent Burleigh.

Answer. There were cattle, wagons, and farming implements taken from the Yankton agency and placed under my charge on Dr. Burleigh's farm at Bon Homme—two yoke of cattle, two wagons, some ploughs, chains, and yokes. I brought part of them down myself. I was then to work on Dr. Burleigh's farm. I am not acquainted with the detail of the management at the Yankton agency.

Question. State whether you was ever employed by Dr. Burleigh at his farm at Bon Homme; if so, when, and what were you employed to do?

Answer. I was employed there from the fall, 1861, till spring, 1863, to take care of his farm and stock.

Question. How many cattle were on Dr. Burleigh's farm when you first went there; and how many were there when you left?

Answer. There were no cattle there when I first went, except one yoke I

took with me from the agency. There were two hundred and forty head (more or less) on the farm when I left it.

Question. Do you remember the first cattle that were brought to the farm after you went there, how many there were of them, and from whom Dr. Burleigh purchased them?

Answer. The first cattle that were brought there after I went consisted of about forty-five head of milch cows. This was in December, 1861. Dr. Burleigh told me that he had bought them from Bosler and Hedges.

Question. Were these cattle kept at Dr. Burleigh's farm?

Answer. Yes, sir; they were kept there as long as I stayed. A few of them were sold and taken away. I bought one of them myself after I had left his employ.

Question. What other cattle were brought to Dr. Burleigh's farm while you were there, when, and by whom?

Answer. John H. Burleigh brought one hundred and eleven head to the farm in the spring of 1862.

Question. What was said by John H. Burleigh, in regard to these cattle, when he brought them there?

Answer. He said in my presence that they were bought with Indian money, and that they were Indian cattle. Afterwards Dr. Burleigh came down to the farm, and said to me, "We have a fine lot of cows here now, and we can keep them till we get a calf or two apiece from them."

Question. How long were these cattle kept on Dr. Burleigh's place?

Answer. They were there when I left the place; that is, the bigger part of them. Small lots had been driven away.

JOHN W. OWENS.

Sworn and subscribed to before me, this 21st June, 1866.

CHAS. F. ROSSTEUSCHER,
Notary Public.

Deposition of Alexis C. Guyon in regard to the conduct of Indian affairs in the Dakota superintendency, taken at Yankton agency, Dakota Territory, June 22, 1866.

Alexis C. Guyon, being first duly sworn, upon his oath deposes and says:

Question. How long have you resided at the Yankton agency?

Answer. I have made it my home since five years this spring.

Question. How were you first employed by Agent Burleigh?

Answer. As a hired hand.

Question. What wages did you receive?

Answer. Forty dollars a month.

Question. Were Clarence Brown and Alexander Keeler employed at the same time you were? if so, in what capacity?

Answer. They were employed as hired men, like I was.

Question. Was the mill in operation during the first year that Dr. Burleigh was here as agent?

Answer. I think not.

Question. Was it run before Mr. Bradford came here to fix it—that is, after Agent Burleigh came?

Answer. I don't believe it did. The mill had been built on the bank of the river by Colonel Redfield, and the bank had washed away, so that it had to be moved. It was not run after Agent Burleigh came, until it was moved and set up again by Mr. Bradford.

Question. Who was the engineer, and who was the miller, under Dr. Burleigh's administration?

Answer. The only engineer was Mr. Bradford. There was no miller there. I don't remember when the first grinding was done.

Question. Do you know Timothy B. Burleigh?

Answer. Yes, I do.

Question. How old was he when you were first employed at the agency?

Answer. He was about thirteen years old. He was a little boy, and went to Dr. Barrett's school.

Question. Did you ever see him do any work?

Answer. I did not see him do any work. I have seen him do some work two years after Dr. Burleigh came here. I saw him then with a hoe in his hand, and I saw him drive cattle for his uncle.

Question. Was there ever a school-house on this reservation?

Answer. I never knew one to be for Indians.

Question. Was there ever a school where Indians were taught anything?

Answer. I have never known of any, and I would have been very glad if there had been, so I could have sent my two daughters there, who are two half-breeds of this nation.

Question. Did you ever sell Dr. Burleigh a mule? and if so, what did you get for it?

Answer. I did. I got eighty dollars for it. Dr. Burleigh gave it to Medicine-Cow.

Question. Do you remember who hauled the goods up that were saved from the J. G. Morrow?

Answer. I think John Owens and Ben Cadott hauled some. I am sure they did.

Question. How many work-cattle did Agent Burleigh have at the agency at any one time?

Answer. I helped blacksmith Thompson shoe twenty yoke of cattle one fall. Sometimes he had sixteen yoke, sometimes twelve, and as low as eight yoke.

Question. How many milch cows did Agent Burleigh ever bring to the agency at any one time?

Answer. I believe he brought fifty at one time.

Question. What building did Agent Burleigh do while he was here?

Answer. He built a timber-shop, a barn, a block-house, a carpenter shop, and a blacksmith shop. I think the first year he built the barn and timber-shop; the second year he built the block-house, carpenter shop, and blacksmith shop, also a house for Ben Cadott.

Question. Where did Agent Burleigh get the lumber?

Answer. I suppose it was sawed at the mill. We never hauled timber from any place else.

Question. Was there ever any lumber brought here by steamboats?

Answer. No, sir.

Question. In what capacity were you employed at the latter part of his term?

Answer. For the last two years I was interpreter.

Question. How are you now employed, and for how long have you been so employed?

Answer. I have been Agent Conger's interpreter ever since he came.

Question. In what condition was the agency when Agent Conger took possession?

Answer. A very poor condition. There was nothing left but one pair of old mules, some ploughs, and one old wagon, and some other old trash.

Question. Are you acquainted with Colin Campbell? if so, state his condition.

Answer. I am acquainted with him; he is very old and childish, and not able to attend to any business.

Question. State when the bedsteads and chairs in the mess-house were brought to the agency.

Answer. I saw some of them in there when Colonel Redfield was agent. It may be they were all here at that time.

Question. Did Agent Burleigh bring any chairs and bedsteads?

Answer. I think Agent Burleigh brought two dozen wood chairs and four bedsteads.

Question. How many live hogs did you ever see on the agency?

Answer. Four sows and one boar.

A. C. GUYON.

Sworn and subscribed to before me, this 22d June, 1866.

CHAS. F. ROSSTEUCHER,
Notary Public.

Deposition of H. M. Conger, in regard to the conduct of Indians affairs in the Dakota superintendency, taken at Yankton agency, Dakota Territory, June 22, 1866.

H. M. Conger, being first duly sworn, deposes and says :

Question. How long have you been at the Yankton agency, and in what capacity?

Answer. Since the 1st of May, 1865. I am employed as head farmer.

Question. What agricultural implements did you find at the agency when you came, and in what condition were they?

Answer. I found nine small ploughs, ten breaking-ploughs, one fanning mill, one corn-sheller, one scraper, one wagon and two pairs of trucks, one ambulance, three harrows, and one or two forks, and two or three shovels at the barn, also one pair of scales, and three scoop-shovels. The wagon and trucks were considerably worn, and one pair of the trucks had to be repaired before it could be used. The ploughs were in good condition, worn a little. There was one mowing machine pretty well worn.

Question. What other property was there here at the agency?

Answer. One pair of mules and harness for them, the blacksmith's and carpenter's tools, as also the tinsmith's tools; but how much there was of each I am unable to tell; eight bedsteads, three box-stoves, one cook range, seven chairs, one kitchen safe in the mess-house, and two bedsteads and two chairs in the carpenter's house; a safe, an old worn-out cook stove, and a box-stove in the agency house; a box-stove in the doctor's house, an office stove in the warehouse, and a box-stove at the tin shop.

Question. Were there any horses, saddles, or bridles?

Answer. There was none.

Question. What preparation for a crop had been made when you came?

Answer. They had commenced ploughing. I should not think that there had been more than from ten to twenty-five acres ploughed.

Question. Did you continue the ploughing, or did Agent Conger hire the ploughing done?

Answer. He hired it done.

Question. State why it was necessary to hire the ploughing done.

Answer. There were no teams on the place to do it. It was late, and necessary to have it done right away in order to raise a crop.

Question. Do you know of any milch cows on the reservation when you came?

Answer. I know of but one, which Dr. Burleigh gave to Mrs. Conger.

Question. Was there any other cattle or stock hogs?

Answer. There was one dry cow, which was killed; there were no hogs I know of.

Question. Who are the present employés of this agency?

Answer. The blacksmith, I. Ingerson; carpenter, B. E. Wood. The physician is Dr. Levingston; interpreter, Alexis C. Guyon. I am head farmer, and Franklin Bronson, Lewis Mallet, and Kettle, an Indian, laborers; Little Bull, herdsman; Bird and Mandam are policemen. Other persons are occasionally employed as laborers.

Question. Was the mill and saw-mill in running order when you came?

Answer. I believe it was not; it had to be repaired before it was started again; the roof was bad, so that the machinery had rusted.

H. M. CONGER.

Sworn and subscribed to before me, this 22d June, 1866.

[SEAL.]

CHAS. F. ROSSTEUSCHER,
Notary Public.

June 23, 1866.

Deposition of Charles E. Hedges, in regard to the conduct of Indian affairs in the Dakota superintendency, taken at Yankton agency, Dakota Territory, Charles E. Hedges, being first duly sworn, upon his oath deposes and says:

Question. How long have you been at the Yankton agency, and in what capacity?

Answer. I have been on the Yankton agency since March, 1862, in the capacity of trader?

Question. By whom was the mess-house of this agency kept when you came here and afterwards?

Answer. S. B. Schroeder was in charge of it when I came here, until about July, 1863, when Foster T. Wheeler took charge of it until the summer of 1864. Jacob Rufner then took charge of it, and remained so until Agent Conger arrived.

Question. Did these parties conduct it on their account or for the agent?

Answer. Schroeder and Wheeler were hired by the month by Agent Burleigh. Jacob Rufner kept it on his own account.

Question. For how many years have you cut hay on the reservation, and about how much each year?

Answer. For three years. The first year I cut about 350 tons. The second year 200 tons. The third year about 140 tons.

Question. By what authority and under what arrangement did you cut it, and who for?

Answer. By permission of Agents Burleigh and Conger. I cut it for the use of the garrison at Fort Randall, and by paying the chiefs one dollar per ton for the grass as it stood in the prairie for the first year. The second year I cut and put up about 60 tons of hay for the use of the agency in consideration for the 200 tons cut for the military. The third year I paid a dollar per ton.

Question. Did you pay the money to the chiefs yourself?

Answer. I paid the money to Agent Burleigh, and he in my presence handed over to the chiefs and headmen.

Question. Are you acquainted with Ira Williams, Robert Kane, John Kinney, William Moore, George Yale, Abraham Shiefer, Joseph Brady, Matthew McWherry, James Clark, Dwight Wordsworth, James Dugan?

Answer. Yes, sir; I am. They were soldiers stationed here at the agency.

Question. Are you acquainted with Timothy Prindle; if so, was he a soldier?

Answer. Yes, he was a soldier in company A, Dakota cavalry.

Question. Are you acquainted with the manner in which Governor Edmunds conducts, or has conducted, Indian affairs in this superintendency?

Answer. To some extent.

Question. Did Governor Edmunds ever loan or hire to you funds belonging to any Indian tribe in this superintendency?

Answer. Yes, sir; he did. In passing through Yankton in the fall, 1864, Governor Edmunds told me that Major Hoffman had resigned his position as agent for the Ponca Indians, and that he had relieved him; that he (Governor Edmunds) had some five thousand dollars that he had received, belonging to the Poncas, and if I wanted any to use he would let me have three thousand dollars. I told him that I had an interest in the corn contract at Sioux City, and we agreed in conversation that he should have an interest in the profits, in the proportion that \$3,000 bore to the amount required to carry out the contract.

Question. Was this arrangement carried out, and how long did you have the money?

Answer. It was carried out. The money was paid back in instalments. Some of it I had as long as four months.

Question. Has Governor Edmunds ever proposed any other transactions of this nature to you?

Answer. At the time he proposed this arrangement in regard to the \$3,000, he stated that it would be necessary to procure supplies for the Poncas, and intimated in language that I plainly understood, but which I cannot now repeat, that I could have the job if I shared with him the profits.

Question. Did you or Governor Edmunds make the first advances in these matters?

Answer. He spoke of it first. I did not know he had the money until he told me.

Question. What do you know about the payment of certain depredation claims of F. D. Pease, E. W. Wall, Frederick Carman, William A. Demy, and John W. Owens?

Answer. I do not know how they were paid, except the claim of Pease; a portion of that I paid, and Pease gave me an order on Agent Burleigh, who paid me the money for it. I was absent when the claims were paid. I was here when the accounts were made up and I filled up the vouchers.

Question. What buildings were erected at the agency by Agent Burleigh?

Answer. The blacksmith shop, the tin shop, the carpenter shop, the block-house and stockade and some buildings for individual Indians.

Question. What transactions did you have with Agent Burleigh before you became trader?

Answer. I furnished him some bacon, flour, and cattle, and done some hauling for him; I think I sold him some horses.

Question. What hauling did you do?

Answer. I think I hauled some flour and stuff; some from Sioux City and some from Vermillion.

Question. Do you know what amount of goods were saved from the steamer J. G. Morrow, and what proportion of them belonged to the Indians and what to the trader?

Answer. I could not tell. It was before I came. A portion of the goods I purchased of Colonel Faulk (about \$2,000) had been sunk on the steamer J. G. Morrow.

Question. Did you see the goods brought to this agency for the Indians last year? if so, state what was the quality of them.

Answer. I did, sir. They were of a very inferior quality; in fact, every year I have been here, except the first, the goods sent here were very inferior, and I have often been selling at retail in my store at a less price than the Indian goods were invoiced. Many of the goods also were useless, and of no service to the Indians. The blankets, particularly the colored ones, were very inferior.

Question. From your experience in purchasing Indian goods, about what was

the value of the blankets received here for the Indians as compared with first class and full weight Mackinac blankets ?

Answer. I regard it, that on the three-point blankets there was a difference of about \$4 per pair. A three-point blanket should weigh 8 pounds; those received here did not exceed 6 pounds.

Question. How were the prints and other cotton goods ?

Answer. Generally of an inferior quality, particularly bed-ticking, brown drilling, denims, and blue drilling.

Question. What was the quality of the shawls ?

Answer. Of very coarse texture, not worth over two-thirds of the contract price.

Question. How was the hardware ?

Answer. The hardware was rough and clumsy, and many things were put in that were of no value to Indians. The Indians generally expressed great dissatisfaction with the hardware.

CHARLES E. HEDGES.

Sworn and subscribed to before me, this 23d June, 1866.

[SEAL.]

CHAS. F. ROSSTEUSCHER,
Notary Public.

Deposition of Foster T. Wheeler, in regard to the management of Indian affairs in the Dakota superintendency, taken on the Yankton reservation June 24, 1866.

Foster T. Wheeler, being first duly sworn, upon his oath deposes and says :

Question. State whether you were ever employed at the Yankton agency ; if so, when and in what capacity ?

Answer. I was employed by Agent Burleigh about April, 1862, and continued there a little over two years. I worked at the mess-house all the time.

Question. What wages did you receive ?

Answer. Twenty-five dollars per month.

Question. State for whose account the mess-house was carried on.

Answer. Mrs. Burleigh received the money for transient boarders and travellers. I do not know who received money for boarding employés. I had nothing to do with receiving money except from transient customers. When I received that I paid it over to Mrs. Burleigh. The mess-house was a stage station where passengers and teamsters stopped to get their meals. All of the employés boarded at the mess-house.

Question. Where did the provisions come from to carry on the mess-house ?

Answer. Sometimes I got them from the store, and sometimes I got them from Agent Burleigh's house.

Question. Who was in charge of the mess-house when you first went there ?

Answer. There did not seem to be any one in charge till about the middle of May, when S. B. Schroeder took charge of it. He remained in charge until about August, 1863, when I took charge of it.

Question. Please examine the pay-roll of employés which I hand you, which is a duplicate of voucher No. 22, in the accounts of late Agent Burleigh, for 3d quarter 1863, and state whether the figures opposite your name were there when you signed it ?

Answer. I don't think those figures were there ; I only received twenty-five dollars per month.

Question. Was there any school for Indians while you were there ?

Answer. No, sir ; there was not.

FOSTER T. WHEELER.

Sworn and subscribed to before me, this 24th June, 1866.

[SEAL.]

CHAS. F. ROSSTEUSCHER,
Notary Public.

Deposition of Ellis W. Wall, in regard to the management of Indian affairs in the Dakota superintendency, Dakota Territory, taken at Brook's place, Dakota Territory, on June 25, 1866.

Ellis W. Wall, being first duly sworn, upon his oath deposes and says :

Question. State your name and residence.

Answer. I am thirty-one years old, and reside at Mineral Spring, Dakota Territory.

Question. Did you have a claim for depredations by the Yankton Sioux Indians? if so, state what steps you took to collect it.

Answer. I had a claim for depredations against them. I have had two claims against them; the first one was presented to Agent Redfield, and by him presented to the Indian Office. He did not collect it, and when he was leaving the agency he stated to me that he had turned over the papers relating to it to Agent Burleigh. Two or three weeks afterwards I spoke to Agent Burleigh about the claim, and he told me that Redfield had said nothing to him about it, and he did not think there were any papers relating to it at the agency. About a month or so afterwards I spoke to him again, and he said he hadn't found the papers. I do not remember that I spoke to him again about it till the second claim arose, which I think was early in 1862. When I went to see him about the second claim, he said he had no time to attend to it, and told me to call again in two or three weeks. I went as requested and he put me off again. After going several times I saw him in Mr. Hedge's store and spoke to him again about it. He said he hadn't time to attend to it, and that I had better get Squire Faulk, his father-in-law, to attend to it for me, stating that he would do it for a percentage. The squire was present and said that he would attend to it. He then called me behind the counter and told me what his terms were. He said he had undertaken to collect several claims of that kind and that his terms were to do it for one-half. I then spoke about the first claim, and Doctor Burleigh said the squire would put it in with the second.

Question. What were these claims for?

Answer. The first one, amounting to about \$500, was for tearing down a house belonging to me at Crow creek, and taking off provisions, ammunition, &c. The second, amounting to something over \$1,300, was for destroying my crops, breaking open my house and taking away what things I had in it. This house was about five miles above Randall.

Question. State what amount you received for these claims and under what circumstances.

Answer. For the first one I received nothing. In regard to the second one I will state that I had purchased four yoke of cattle and a wagon from Dr. Burleigh for \$500, and given him my note for the amount. I had several times spoken to him about my claim, and he had told me that he didn't know how the squire was getting along with it, but he thought there was no chance. In September, 1864, I happened to be at the agency when Doctor Burleigh told me he was very anxious to see me, and told me to be sure and come to the office before I went away. I saw him before I left; he told me he had been on to Washington, and that there was no show for my claim. He said he wanted to help the people up here, though; that I was a poor man, and that if I would sign the vouchers he would give up my note for \$500, and stand his chances of collecting my claim. I signed the vouchers and he gave up my note. I have never heard anything further about the matter since.

Question. Were the vouchers filled up when you signed them, or were they in blank?

Answer. They were blank.

Question. Where did the oxen and wagon come from that you bought of Agent Burleigh, as stated above?

Answer. One yoke of the oxen came from his farm at Bon Homme. The other three yoke and the wagon came from the Yankton Indian agency. They were cattle that I had seen about the Yankton agency at different times when I happened to be there. I got them at the agency myself.

E. W. WALL.

Sworn and subscribed to before me, this 26th June, 1866.

[SEAL.]

CHAS. F. ROSSTEUSCHER.

Notary Public.

Deposition of Siver Halverson Myhren, in regard to the management of Indian affairs in the Dakota superintendency, Dakota Territory, taken in Clay county, Dakota Territory, on June 28, 1866.

Siver Halverson Myhren, being first duly sworn, upon his oath deposes and says:

Question. State your age and residence, and how long you have resided here.

Answer. I am 51 years old, and reside in Clay county, Dakota Territory, for the last seven years.

Question. State whether you helped to save, and hauled to the Yankton agency, Indian goods which were saved from the J. G. Morrow.

Answer. I helped a few days to save goods from the steamer J. G. Morrow, and hauled 3,500 pounds of them to the agency.

Question. Who employed you to haul the goods, and who paid you?

Answer. I was employed by John H. Burleigh, and paid by the agent at the Yankton agency.

Question. At what rate per 100 pounds were you paid?

Answer. At the rate of 75 cents per 100 pounds.

Question. Who else hauled goods to the agency from the steamer J. G. Morrow?

Answer. Eling Oleson, Louis Anderson, Louis Larson, Halver Erikson, Henry Louison, Ole Oleson; there were a good many more who hauled off the goods, but they have left this part of the country.

Question. Did Charles E. Hedges haul any of the goods that were saved?

Answer. Not that I know of; I was not acquainted with him at that time.

SIVER HALVERSON ^{his} + MYHREN.
mark.

In presence of—

CHAS. F. ROSSTEUSCHER.

HENRY S. MYHREN.

Sworn and subscribed to before me, this 28th of June, 1866,

[NOTARIAL SEAL.]

CHAS. F. ROSSTEUSCHER,

Notary Public.

Deposition of Louis Larson, in regard to the management of Indian affairs in the Dakota superintendency, Dakota Territory, taken in Clay county, Dakota Territory, on June 28, 1866.

Louis Larson, being first duly sworn, upon his oath deposes and says:

Question. Where do you reside, and how long have you lived here?

Answer. I reside in Clay county, Dakota Territory; and have lived here for the last six years.

Question. State whether or not you hauled any Indian goods to the Yankton agency which had been taken from the steamer J. G. Morrow after she sunk.

Answer. Yes; I did haul two loads.

Question. By whom were you employed to do the hauling, who paid you, and at what rate per 100 pounds were you paid?

Answer. I heard there was some hauling to be done, so I took my team and went to the place where the goods were landed. Mr. Meyers, who seemed to be superintending the matter, gave me a load which I took to the agency. Agent Burleigh afterwards employed me to take another load. I was paid by Agent Burleigh at the rate of 75 cents per 100 pounds.

Question. Who else hauled loads of these goods at the same time you did?

Answer. Eling Oleson, Siver Halverson's son, Ole Oleson, Halver Livenson, Louis Anderson, a boy by the name of Stephens, Henry Louison, Bucklin Wood, William Benedick, Erick Oleson.

Question. Were they paid at the same rate as you was?

Answer. All but Henry Louison; he may have been, but I don't know; I know all the rest received the same, because Agent Burleigh could not make the change, and we all went together to Charles Booge's store and Dr. Burleigh there paid the money for all of us to Mr. Benedick, and he afterwards distributed the money among us.

Question. Did Charles E. Hedges have anything to do with employing and paying you for hauling these goods?

Answer. He did not.

LOUIS LARSON.

Sworn and subscribed to before me this 28th June, 1866,

[NOTARIAL SEAL.]

CHAS. F. ROSSTEUSCHER,

Notary Public.

Deposition of D. P. Bradford in regard to the management of Indian affairs in the Dakota superintendency, Dakota Territory, taken at Green Point, Union county, Dakota Territory, June 29, 1866.

D. P. Bradford, being first duly sworn, upon his oath deposes and says:

Question. State whether you was ever employed at the Yankton Indian agency; if so, when and how long?

Answer. I was employed for three seasons, 1862, 1863, and 1864, as engineer.

Question. Was the mill at the agency in running order when you first went there?

Answer. No, sir; I think the season before I went the mill had been taken down to save it from falling into the river.

Question. Were you employed by the month or quarter, or did you saw at so much per thousand feet?

Answer. I was employed by the month the first season, and I sawed at so much per thousand feet for the following seasons.

Question. How much lumber did you saw each season?

Answer. The first season I sawed very little; the second season I do not remember how much I sawed. The last season I sawed forty-nine thousand feet.

Question. Did you saw as much as 150,000 feet the second season?

Answer. My impression is I did not. Logs were not furnished me as agreed, so I had to discharge my hands in July.

Question. Who furnished the logs in 1863?

Answer. George A. Fisher.

Question. Where were they cut?

Answer. On the reservation both above and below the agency.

Question. What disposition was made of the lumber sawed by you?

Answer. The first year it was used for fencing, &c. The second year it was principally used on the agency. There may have been a little left. The third year Mr. Hedges took away 1,500 or 2,000 feet, and Agent Burleigh some 4,000 feet. He took it to Bon Homme, where he was building.

Question. State what you know about the tinner at the agency making tinware for the trader.

Answer. I know that the trader had a good deal tinware at his store which was made by the tinner of the agency. I recollect sitting there one day when Hedges and I think the tinner carried a large lot of tinware, camp kettles, &c., from the shop to the store. Agent Burleigh was there, and said to Hedges that he had sold him the articles too cheap, or words to that effect.

Question. What do you know about beef being slaughtered at the agency and sold?

Answer. I know that a man by the name of Schroeder used to slaughter and sell beef there. I used to buy beef from him. When I moved to the agency I took with me a fat cow; Burleigh told me he wanted to get her for to kill. I told him I did not want to sell her; he said he would trade me another cow for her. I then told him I would do so. The cow was killed by Schroeder and the beef was sold as usual.

Question. Did you ever see the Indians buying beef from Schroeder?

Answer. Yes, I did.

Question. How often was there beef killed at the agency.

Answer. About once a week.

Question. Did you ever see any beef being issued to the Indians without being paid for?

Answer. I don't think I did, unless it was the shanks and necks, and such parts as were not salable. When they killed hogs they used to give the Indians the offal.

Question. Do you know of Agent Burleigh ever using any property belonging to the agency on his farm at Bon Homme?

Answer. He used wagons and teams there belonging to the agency, and took lumber from the agency.

Question. Do you know of John Thompson and James Mechling working for Agent Burleigh on his farm at Bon Homme; if so, when and how long?

Answer. They worked there in 1864 for some time. Thompson worked there at least a month, and Mechling a good deal longer.

Question. How could you distinguish the property belonging to the agency from the property belonging to Burleigh?

Answer. I could not distinguish them. I frequently bought flour and meat of Burleigh at the agency. I sometimes had as high as seven hands, and have quite a family. But don't know who it belonged to.

Question. Do you know of John Thompson doing work for outside parties and getting paid for it?

Answer. I know of his doing a good deal of work for parties other than the Indians and those connected with the agency, and I think he took pay for it; at least I have frequently heard him say how much he had made during the day for doing outside work, and have heard him dun parties for pay for work he had done.

Question. Are you acquainted with Timothy B. Burleigh. If so, state whether he was employed as a laborer at the agency?

Answer. I am. He is a son of Agent Burleigh. He did not work as others did about the agency. He was going to school a part of the time, and was hunting and trapping a good deal. He may have done some work and attended to some little chores such as a boy would.

Question. Was there any school for the Indians while you were there?

Answer. There was a school there for white children, but not for Indians.

Question. Were there any Indian apprentices in any of the shops while you were there?

Answer. There was one Indian called Tshatka who worked for about one month in the blacksmith shop. There were no other apprentices.

D. P. BRADFORD.

Sworn and subscribed to before me this 29th June, 1866.

CHAS. F. ROSSTEUSCHER,

[NOTARIAL SEAL.]

Notary Public.

We, the undersigned, chiefs and headmen of the Yankton Sioux tribe of Indians, hereby acknowledge to have received from W. A. Burleigh, our agent, all of the goods and property herein mentioned, the same having been actually delivered by our said agent, viz :

1 pair of bay horses, seven years old ; 1 set double harness ; 1 dozen seventeen-inch mill files ; 4 C. S. spades ; 1 ox yoke and bows ; 6 pair ox bows ; 1 keg fence nails ; 2 C. S. hoes ; 1 gross half-inch screws ; 2 fourteen inch ploughs ; 2 twenty-inch breaking ploughs, extra shears ; 4 ten-inch corn ploughs ; 2 ox wagons ; 10,000 pounds bacon ; 460 sacks flour ; 460 pounds coffee ; 1,440 pounds sugar ; 2 yoke six-years-old oxen ; 2 yoke six-years-old oxen ; 45,000 feet saw logs ; 1 set augers ; 1 set auger bits, complete ; 1 set socket firmer chisels ; 1 spoke auger ; 6 kegs ten-penny nails ; 6 kegs twenty-penny nails ; 3 kegs forty-penny nails ; 2 dozen traps ; 1 $\frac{3}{4}$ dozen traps ; 300 feet chain ; 1 (only) riveting hammer ; 6 dozen powders ; 1 pound fluid extract valerian ; $\frac{1}{4}$ pound tartar emetic ; 2 drachms sulphate morphine ; 6 pounds compound sirup squills ; 4 dozen mustang liniment ; 4 dozen Thompson's eye-water ; 6 dozen Ayre's pills ; 10 pounds sal. epsom ; 5 pounds paregoric, and bottle ; 1 ounce quinine ; 1 dozen Bron's ginger ; 1 pound blister plaster ; $\frac{1}{4}$ pound oil caraway, and bottle ; $\frac{1}{4}$ pound cassia, and bottle ; $\frac{1}{4}$ pound anise, and bottle ; $\frac{1}{2}$ pound ipecac ; 1 pound Dover's powder, and bottle ; can, 1 gallon, 95 per cent. alcohol ; 2 pounds sulphate zinc, and bottle ; 2 sugar lead ; 1 pound fluid extract colchicum root ; 1 pound iodide potash ; 3 bottles rose-water ; 6 drachms crystal strychnine ; 5 boxes 8 by 10 glass ; 2 boxes 10 by 12 glass ; box putty ; 1 (only) tooth-key ; 2 (only) stump forceps ; 2 boxes, 4 dozen, small, pain-killer ; 1 dozen soda powders ; 2 dozen castor oil ; 2 boxes ; can, 1 gallon, turpentine ; 491 pounds Rio coffee ; 1,520 pounds No. 1 sugar ; 4 coils rope ; 4 boxes sperm candles ; 1,050 sacks flour ; 7 bars 1 $\frac{1}{2}$ by $\frac{1}{2}$ Tennessee iron, 158 pounds ; 4 bars 1 $\frac{3}{4}$ by $\frac{1}{2}$ Tennessee iron, 187 pounds ; 4 bars 2 by $\frac{1}{2}$ Tennessee iron, 165 pounds ; 2 bars $\frac{3}{4}$ square Tennessee iron, 197 pounds ; 4 bars 1 by $\frac{3}{8}$ Tennessee iron, 400 pounds ; 4 bars $\frac{1}{2}$ round Tennessee iron ; 2 bars $\frac{1}{2}$ square Tennessee iron, 655 pounds ; 2 bars $\frac{1}{4}$ square Tennessee iron, 209 pounds ; 2 Noand nail-rods, 100 pounds ; 1 gross tinned ears, each 1-2-3-4 ; $\frac{1}{2}$ gross black ears, each 6-7 ; 2 $\frac{1}{2}$ pounds bar copper ; 200 common bucket handles ; 30 pounds bar tin ; 6 mallets assorted ; 6 dozen bucket covers, each 1-2-12 quarts ; 2 dozen lamp bottoms ; 2 dozen pie plates ; 1 setting hammer ; 1 $\frac{1}{2}$ feet wire cloth ; 1 wire gauge ; 4 solid pincers ; 1 lantern chisel ; 1 cooper's chisel ; 1 round head slate ; 3 $\frac{3}{4}$ pounds soldering copper ; 15 sacks salt ; 100 boxes pilot bread, 10,000 pounds ; 30 bags patent shot ; 19 bags $\frac{1}{2}$ -ounce balls ; 1 bag 1-ounce balls ; 1 cook stove ; 63 sacks flour ; 1,890 pounds bacon ; $\frac{1}{2}$ thousand 6434-8 $\frac{1}{2}$ official envelopes ; 1 thousand double thick white letter envelopes ; 1 ream P and P legal cap ; $\frac{1}{2}$ ream first-class long cap ; 1 ream quarto post ; 1 ream P and P first-class note ; 2 balls linen twine ; 1 seal ; 1 penknife ; 1 ruling pen ; 1 gross pens ; 1 dozen lead pencils ; 1 cash box ; 4 bottles (quart) Arnold's fluid ; 4 bottles (8-ounce) mucilage ; 2 bottles (2-ounce) carmine ; 1

pound wax ; 1 memorandum book ; 1 hand-clip ; 1 portable inkstand ; $\frac{1}{2}$ dozen boxes seals ; 2 seals, louder ; 1 R. M. vouchers ; 1 portfolio.

STRUCK BY THE REE, his x mark.
 SMUTTY BEAR, his x mark.
 MEDICINE COW, his x mark.
 PRETTY BOY, his x mark.
 LITTLE WHITE SWAN, his x mark.
 FEATHER IN HIS EAR, his x mark.
 MAD BULL, his x mark.

YANKTON AGENCY, *September 30, 1863.*

We, the undersigned, certify that the chiefs and headmen of the Yankton Sioux set their respective marks to the foregoing receipt in our presence.

ALEX. ^{his} + C. GUYON, *Interpreter.*

JOHN ^{mark.} MECHLING.

Witness to Alexander C. Guyon, interpreter :

A. J. FRAULT.

We, the undersigned, hereby certify that all of the goods and property mentioned in the foregoing receipt were actually delivered to the chiefs and headmen of the Yankton Sioux in our presence.

ALEX. ^{his} + C. GUYON, *Interpreter.*

JOHN ^{mark.} MECHLING.

YANKTON AGENCY, *September 30, 1863.*

Witness to Alexander C. Guyon, interpreter :

A. J. FRAULT.

I certify, on honor, that I have actually delivered to the chiefs and headmen of the Yankton Sioux all of the goods and property mentioned in the foregoing receipt.

W. A. BURLEIGH,
United States Yankton Agent.

YANKTON AGENCY, *September 30, 1863.*

H. Ex. Doc. 147—3