

REPORT ON TREATY WITH CHOCTAW AND CHICKASAW  
INDIANS.

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LETTER

FROM

THE SECRETARY OF THE INTERIOR,

IN ANSWER TO

*A resolution of the House of February 26, relating to report of commissioners  
under 50th article of treaty of 1866 with Choctaw and Chickasaw Indians.*

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MARCH 6, 1868.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., March 5, 1868.*

SIR: In compliance with a resolution of the House of Representatives of the 26th ultimo, "That the Secretary of the Interior be directed to furnish the House a copy of all the evidence and of the report of the commissioners appointed under the fiftieth article of the treaty with the Choctaws and Chickasaw Indians of 1866, together with the award of the Secretary of the Interior upon said report," I have the honor to transmit herewith a copy of a letter of this date from the Commissioner of Indian Affairs, and accompanying copies of papers from the records and files of his office, containing the information called for in said resolution.

Very respectfully, your obedient servant,

O. H. BROWNING, *Secretary.*

Hon. SCHUYLER COLFAX,  
*Speaker of the House of Representatives.*

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DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., March 5, 1868.*

SIR: In compliance with your instructions per letter of the 27th ultimo, I have the honor herewith to transmit copies of all the evidence and of the report of the commissioners appointed under the 50th article of the treaty with the Choctaw and Chickasaw Indians of 1866, together with the award of the Secretary of the Interior upon said report.

These papers were called for by a resolution of the House of Representatives of the 26th ultimo, the copy of which accompanying your letter, as above, is herewith returned.

Very respectfully, your obedient servant,

N. G. TAYLOR, *Commissioner.*

Hon. O. H. BROWNING,  
*Secretary of the Interior.*

*To the honorable special commissioners appointed under the forty-ninth and fiftieth articles of a treaty entered into by and between the United States and the Choctaw and Chickasaw Indians, on the 28th day of April, 1866.*

The undersigned, for many years a loyal, licensed trader in the Choctaw nation, and one of the persons mentioned in the fiftieth article of said treaty, submits the following statement of claims against the Choctaw nation :

These are chiefly comprised in book accounts against individual members of said nation. The books containing these accounts were left in said nation, and are, if not entirely destroyed, lost to the undersigned, having been left in the nation at the time he was compelled to leave there on account of the war.

The amount of the book accounts and national warrants is \$8,705 43; the amount of notes is \$2,381 33; the value of improvements, consisting of three dwelling houses, with necessary out-buildings attached thereto, three warehouses, a storehouse, &c., is \$5,500; value of blacksmith shop, \$200; one-half of a tanyard, with stocks of leather, hides in vats, &c., \$1,500; value of stock, comprising horses, cattle, and hogs, left in the nation, \$2,500.

These claims have been closely examined and scrutinized by said delegates of the Choctaw nation, and they find, after due inquiry, investigation, and examination, they are just and correct in amount, and they have entered into an obligation recognizing the same, and requesting that the Secretary of the Interior--which obligation, agreement, and request is herewith presented to said commissioners--that a provision be made in said treaty for the payment thereof.

The amount found to be due by said delegation to said Reuben Wright, as above stated, is \$ \_\_\_\_\_.

The said Wright has duly transferred all said claims to the nation, together with all his right, title, interest, and claim in and to all live stock, houses, warehouses, storehouses, blacksmith shop, &c., which transfers are in possession of said delegation, and are exhibited by them now here before said commissioners.

The undersigned last fall made application to the agent of said nation for the renewal of his license as a trader in said nation, that he might return, collect the debts due him, collect his live stock, and occupy his improvements, which request was refused. These interests having been transferred, as above stated, the indebtedness therefor having been duly acknowledged by the duly authorized delegates of the nation, which transfer and the obligation are here now presented before the commissioners for their consideration and inspection, the undersigned confidently submits his claim for the adjudication of the commissioners.

REUBEN WRIGHT.

WASHINGTON, D. C., August 1, 1866.

I, Reuben Wright, do solemnly swear that the foregoing account is correct and true, as stated, and that the allegations therein contained are in all respects true.

Subscribed and sworn to before me this 2d August, 1866.

CHARLES P. WEBSTER,

*Justice of the Peace for District of Columbia.*

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*Reuben Wright vs. Choctaw Nation.*

The following is a statement of the amount of accounts of said Wright against individual members of said nation, which have been duly transferred and

delivered by said Wright to the delegates of said nation and by them duly accepted, after having duly examined and investigated the same; that is to say:

1. Ebeneza Ahtolsa.....	\$4 50	58. Thomas Jefferson.....	\$53 45
2. D. C. Belts.....	30 70	59. J. P. Kingsbury & Co.....	146 40
3. Romulus Beans.....	33 50	60. John King.....	7 65
4. Blind Man.....	6 20	61. Forbis Laflore.....	122 95
5. Mrs. Jackson Byman.....	66 60	62. Greene Laflore.....	225 25
6. Col. A. Cochauer.....	123 95	63. S. Loring.....	88 00
7. N. W. Carnerz.....	403 30	64. Samuel McGee.....	16 65
8. Mrs. M. Chapin.....	12 40	65. Doctor Manning.....	2 80
9. Rev. B. T. Crouch.....	240 80	66. Jesse McCullen.....	13 00
10. Cornelious.....	59 00	67. R. W. Nail.....	33 20
11. Wm. Jefferson.....	23 55	68. Mrs. L. Nail.....	5 90
12. Watson Denney.....	16 20	69. I. Nail.....	6 05
13. John Davis.....	2 80	70. Rev. John Page.....	132 05
14. Samuel Durant.....	35 40	71. Wm. B. Pytchlynn.....	23 60
15. E. Davis.....	23 60	72. Lewis Peter.....	94 40
16. Wm. Davis.....	60 15	73. Captain D. Perkins.....	187 20
17. S. E. W. Folsom.....	215 70	74. Thomas Pytchlynn.....	1,027 90
18. Rev. J. B. Forrester.....	262 05	75. I. Polson.....	10 75
19. Benjamin Frazier.....	7 15	76. Sampson Dicks.....	27 46
20. Julius Folsom.....	144 40	77. She-hi-you-ubly.....	66 65
21. Colonel George Folsom.....	143 05	78. Thomas Stafford.....	5 50
22. Coleman Folsom.....	26 00	79. Wiley Steward.....	141 75
23. Martin Folsom.....	87 35	80. Levinia Smallwood.....	14 75
24. Adam Folsom.....	116 95	81. Wm. K. Steward.....	3 40
25. Mrs. Flint.....	5 90	82. Spit-te-ma-ho-mah.....	6 80
26. Martha Flint.....	41 50	83. Sillin.....	7 00
27. Tom Fry.....	29 55	84. Solomon.....	1 00
28. Filletah.....	461 60	85. John Steel.....	30 65
29. Mrs. Flack.....	16 85	86. She-me-on-tah.....	117 50
30. Zene Flack.....	37 00	87. R. Thomas.....	21 85
31. Wm. Fuque.....	112 40	88. Jim To-bli-chubby.....	14 45
32. Joseph Folsom.....	15 60	89. To-ki-ah.....	36 10
33. John Frazier.....	3 55	90. David Sivier.....	70 10
34. Jonas Frazier.....	5 45	91. Mrs. A. Thomas.....	6 20
35. Nathaniel Folsom.....	84 50	92. P. Trabern.....	35 50
36. Nat Folsom.....	6 20	93. Mr. Washborn.....	174 70
37. Jacob Folsom.....	15 90	94. Willes Wa-ha.....	16 10
38. K. W. Folsom.....	129 55	95. Benjamin Wright.....	80
39. Charles P. Folsom.....	70 80	96. Darius Worcester.....	45 25
40. Joel Folsom.....	115 15	97. I. Wade.....	65
41. A. W. Garey.....	213 15	98. Wm. Walker.....	68 85
42. George Thompson.....	35 70	99. H. Watson.....	4 05
43. James Gibson.....	8 20	100. Jo. Weaver.....	1 95
44. Joel Garland.....	13 65	101. P. Watson.....	15 35
45. George W. Harkins, sr.....	59 50	102. P. Williston.....	85 20
46. George W. Harkins, jr.....	316 15	103. T. B. Wall.....	75 85
47. A. C. Harkins.....	5 20	104. S. Williams.....	64 90
48. Colonel D. H. Harkins.....	12 85	105. Rev. A. Wright.....	138 25
49. David Holmes.....	164 70	106. Rev. A. Wright, (note).....	176 08
50. James Harvey.....	44 85	107. Sampson Folsom, (note).....	1,720 00
51. ——— Harris.....	37 85	108. National accounts, includ- ing all improvements, stock, &c.....	10,803 88
52. ——— Hickman.....	1 85		
53. Impson Jones.....	47 20		
54. Thomas Jones.....	11 80		
55. Captain R. Jones.....	36 45		
56. Solomon Jones.....	5 90		
57. Johnson Push.....	277 30		

## RECAPITULATION.

Amount of accounts against individuals.....		\$8,086 80
Amount of Allen Wright's note.....	\$176 08	
Amount of Sampson Folsom's note.....	1,720 00	
		<hr/>
		1,896 08
Stationery furnished for the nation.....	6 65	
Cash furnished George W. Folsom for school purposes.....	135 50	
National warrants, Itoka Co.....	72 68	
National warrants, Blue Co.....	403 80	

Dwelling house, store-houses, warehouses, and out-buildings at Boggy depot.....	\$5,500 00	
Blacksmith shop at Boggy depot.....	200 00	
Half interest in tan-yard, including leather, hide in vats, &c.....	1,500 00	
Note of superintendent of Armstrong academy.....	485 25	
Value of live stock : horses, hogs, cattle, &c., left in the nation...	2,500 00	
		\$10,803 88
		<u>20,784 76</u>

REUBEN WRIGHT.

I, Reuben Wright, do solemnly swear that the foregoing statement is a correct exhibit of my claims against the Choctaw nation, and that the said claims are correct and just, as stated.

Subscribed and sworn to before me this second day of August, 1866.

CHARLES P. WEBSTER,

*Justice of the Peace for District of Columbia.*

*To the honorable the special commissioners appointed under the 49th and 50th articles of a treaty made and entered into by and between the government of the United States and the Choctaw and Chickasaw nations of Indians, on the 28th day of April, 1866 :*

The petition and statement of the undersigned respectfully represent that for many years he was a duly licensed trader in the Choctaw nation, and sustained that relation to said nation up to and for some time after the commencement of the late rebellion.

That finding it personally unsafe to remain longer, he left said nation and came within the federal lines, and reported shortly thereafter in person here in Washington, at the office of Indian Affairs.

That since that time he has been residing with his family at Pepperville, Massachusetts, his present place of residence.

That having been for many years a trader in said nation, he had, by prudence, industry, and economy, acquired a competency for the support of himself and family, and the education of his children.

That having been unflinching in his devotion and loyalty to the government of the United States, his longer stay in the Choctaw country would have been both unsafe and imprudent. Hence, he was constrained to leave behind him the accumulation of many years, and escape to and seek for personal protection under the flag of the United States.

At the time he left the Choctaw nation there were due him various large sums from said nation, in its national character, and divers numerous debts and claims from individuals of the tribe, which may be stated as follows, by way of abstract, that is to say :

*Abstract of claims of T. G. Heald on the Choctaws.*

1st. On the tribe in its national capacity—	
For 62 bales cotton, 450 pounds each, at 20 cents per pound..	\$5,580 00
For value of engines, mills, &c., &c.....	3,923 00
For amount due for advances to treasurer.....	5,290 76
For draft on E. W. Lehman & Bro., protested and returned..	40,943 42
	<u>55,737 18</u>
2d. For debts due from the individual members of the tribe .....	34,551 62
	<u>90,288 80</u>

This aggregate of \$90,288 80 was the amount of the claims presented to the Choctaw delegates, and adjudicated by them in April last, when they decided to allow \$90,288 80, which amount they requested the Commissioner of Indian Affairs to provide for in the treaty. The deduction was thus arrived at: The delegates became satisfied that of the debts due from individuals \$10,000 was of doubtful collection, and that the residue of \$24,551 62 could be collected by the Choctaw authorities. For making the collection they charged \$10,000. Thus the deduction is for bad debts \$10,000; for collecting debts that are good \$10,000, making \$20,000; leaving a balance of \$70,288 80, which they agreed and stipulated to pay.

The above claims have been submitted to the delegates, and by them closely scrutinized and examined, and after such scrutiny and examination they entered into an agreement as above stated, to pay said Heald the said sum of \$70,288 80, which, when paid, was to be in full of all demands for spoliations upon the property of said Heald, and for all other reclamations and debts due to him by said Choctaws; and said delegation, to discharge this indebtedness, and carry out their wishes in their behalf, requested that an article might be inserted in the treaty to effect the same, as will more fully appear from exhibit F, herewith submitted.

The government recognizing the justness of the request, and with a disposition to protect the just interests of loyal citizens, assented to and caused to be inserted the 50th article of said treaty.

It may perhaps be a work of supererogation to submit to the honorable commissioners other than the agreement and stipulation of the duly authorized and accredited delegates of the Choctaw nation, especially when it is provided that the amount acknowledged to be due shall be paid out of the funds belonging to said Indians; but the undersigned, for greater assurance, submits the following further proofs, accompanying this petition and statement, and which are requested to be taken as a part of the same, to wit:

1. The affidavit of F. E. Williams, showing the amount of cotton on hand belonging to said Heald, (marked exhibit A.)

2. Affidavit of Eli J. Mitchell and John B. Luce, as to distribution of said cotton among the Indians, and the value thereof. Reference is also here made to these affidavits on file in the Senate Committee on Indian Affairs, which cannot be withdrawn, but are subject to the personal inspection of the honorable commissioners, (part of exhibit A.)

3. Affidavits of J. B. Luce and Eli J. Mitchell, concerning value and disposition of engine, mill, &c., with sworn description of the same and of its value, (marked exhibit B.)

4. Affidavit of said Williams, concerning advance made by said Heald to the treasurer of the Choctaw nation, (marked exhibit C.)

5. Affidavit of said Williams and Mitchell, concerning the draft of Sampson Folsom, agent of the treasury of the Choctaw nation, and sold by him to said Heald, and the nonpayment and return thereof, (marked exhibit D.)

6. Affidavit of said Williams, concerning debts due by individual members of said tribe to said Heald, and the amount thereof, (marked exhibit E.)

The undersigned, therefore, in consideration of the premises, and forasmuch as the duly accredited delegates of said nation have entered into an agreement to pay said Heald the sum of \$70,288 80 out of the funds of the nation, after deducting the amount justly due him of \$20,000, (which agreement is herewith submitted,) and for the payment whereof provision is made in the 50th article of said treaty, asks at the hands of the commissioners a careful consideration of his just claim and demand.

All which is respectfully submitted:

J. G. HEALD.

WASHINGTON, D. C., August 1, 1866.

I. Joseph G. Heald, do solemnly swear that the statements made in the foregoing petition are, to the best of my knowledge and belief, correct and true.

J. G. HEALD.

Subscribed and sworn to before me this 2d day of August, 1866.

[SEAL.]

JOHN S. HOLLINGSHEAD, *Notary Public.*

WASHINGTON, D. C., May 12, 1866.

SIR: We, the duly authorized delegates of the Choctaw nation of Indians, representing the same before the government of the United States here in Washington, respectfully represent that Mr. Reuben Wright, a loyal citizen of Massachusetts, and for many years a licensed trader among our people, has large and unpaid claims (including claims for his improvements, stock, &c.) against the Choctaw nation and individual members thereof, which are just and which we desire shall be paid; that by reason of the late difficulties he is liable to sustain heavy losses, and wishing to secure him in the payment of \$14,000 for outstanding debts and claims, and in the further sum of \$6,786 76 for his improvements, stock, &c., making in all \$20,786 76, we desire to make provision for the same while here. We have closely scrutinized and examined his claims and demands against our nation and people and believe them just; and we desire to set apart the sum of \$6,786 76 out of the first money due and payable to the Choctaw nation under the treaty of April 28, 1866, lately concluded between the United States and the Choctaws and the Chickasaws; and also the further sum of \$14,000 out of the annuities due and payable after the close of the present fiscal year (June 30, 1866) under the provisions of the said treaty, making in all the sum of \$20,786 76; and that the same shall be paid to the said Reuben Wright in the manner aforesaid. It being understood that the foregoing payments when made shall be in full satisfaction of all claims and demands whatsoever of the said Reuben Wright against the Choctaw nation or any member thereof, as provided for under the 50th article of the treaty aforesaid; and it being also understood and agreed that in case the Choctaw nation or any member thereof shall produce written receipts or other written acquittance by the said Reuben Wright or any legally authorized agent or attorney of his for any portion of said accounts, claims, or property, then the amount thereof shall be deducted from the sum of \$14,000 secured to be paid him as aforesaid.

JAMES RILEY,  
ALFRED WADE,  
ALLEN WRIGHT,  
JOHN PAGE,

*Choctaw Delegates.*

CAMPBELL LEFLORE,

*Secretary of the Choctaw Delegation.*

Hon. JAMES HARLAN,

*Secretary of the Department of the Interior, Washington City.*

*List of individual claims.*

1. Ebenezer Altoka.....	\$4 50	9. Rev. B. T. Crouch.....	\$240 80
2. D. C. Betts.....	30 70	10. Cornelius.....	59 00
3. Romulus Beans.....	33 50	11. Wm. Jefferson.....	23 55
4. Blind Man.....	6 20	12. Watson Denny.....	16 20
5. Mrs. Jackson Byman.....	66 60	13. John Davis.....	2 80
6. Colonel N. Cochanuer.....	123 95	14. Samuel Durant.....	35 40
7. A. W. Carney.....	403 30	15. E. Davis.....	23 60
8. Mrs. M. Chapin.....	12 40	16. Wm. Davis.....	60 15



*List of individual claims—Continued.*

17. L. S. W. Folsom.....	\$215 70	65. Doctor Manning .....	\$2 80
18. Rev. I. B. Forrester.....	262 05	66. Jesse McCullin .....	13 00
19. Benjamin Frazier .....	7 15	67. R. W. Nail .....	33 20
20. Julius Folsom .....	144 40	68. Mrs. L. Nail .....	5 90
21. Colonel George Folsom .....	143 05	69. J. Nail .....	6 05
22. Coleman Folsom .....	26 00	70. Rev. John Page.....	132 05
23. Martin Folsom .....	87 35	71. Wm. B. Pytchlynn .....	23 60
24. Adam Folsom .....	116 95	72. Lewis Peter .....	94 40
25. Mrs. Flint .....	5 90	73. Captain D. Perkins .....	187 20
26. Martha Flint .....	41 50	74. Thomas Pytchlynn .....	1,027 90
27. Tom Fry .....	29 55	75. J. Polson .....	10 75
28. Filletah .....	461 60	76. Sampson Dick .....	27 45
29. Mrs. Flack .....	16 85	77. Sho-hi-yocubby.....	66 65
30. Zeno Flack .....	37 00	78. Thomas Stafford .....	5 50
31. Wm. Fuque .....	112 40	79. Wiley Steward .....	141 70
32. Joseph Folsom .....	15 60	80. Levinia Smallwood .....	14 75
33. John Frazier .....	3 55	81. William K. Steward.....	3 40
34. Jonas Frazier .....	5 45	82. Skit-te-ma-ho-mah .....	6 80
35. Nathaniel Folsom .....	84 50	83. Sil-lin.....	7 00
36. Nat. Folsom .....	6 20	84. Solomon .....	1 00
37. Jacob Folsom .....	15 90	85. John Steel .....	30 65
38. R. W. Folsom .....	129 55	86. She-moon-tah.....	117 50
39. Charley P. Folsom.....	70 80	87. R. Thomas .....	21 85
40. Joel Folsom .....	115 15	88. Jim To-bli-chubby .....	14 45
41. A. W. Garey .....	213 15	89. To-ki-ah .....	36 10
42. Geo. Thompson .....	35 70	90. David Tiner .....	70 10
43. James Gibson .....	8 20	91. Mrs. A. Thomas .....	6 20
44. Joel Garland .....	13 65	92. P. Trahern .....	35 50
45. Geo. W. Harkins, sen .....	59 50	93. Mr. Washborn .....	174 70
46. Geo. W. Harkins, jr .....	316 15	94. Welles Wa-ha.....	16 10
47. H. C. Harkins .....	5 20	95. Benjamin Wright .....	80
48. Colonel D. H. Harkins .....	12 85	96. Darius Worcester .....	45 25
49. David Holmes .....	164 70	97. J. Wade .....	65
50. James Harvey .....	44 85	98. Wm. Walker .....	68 85
51. ——— Harris .....	37 85	99. H. Watson .....	4 05
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54. Thomas Jones .....	11 80	102. P. Williston .....	85 20
55. Captain R. Jones .....	36 45	103. T. B. Wall .....	75 85
56. Solomon Jones .....	5 90	104. S. Williams .....	64 90
57. Johnson Push .....	277 30	105. Rev. A. Wright .....	138 25
58. Thomas Jefferson .....	53 45	106. Rev. A. Wright, (note) .....	176 08
59. J. P. Kingsbury & Co. ....	146 40	107. Sampson Folsom, (note) .....	1,720 00
60. John King .....	7 65	108. National accounts, including all improvements, stock, &c. ....	10,803 88
61. Forbes Laflore .....	122 95		
62. Green Laflore .....	225 25		
63. S. Loring .....	88 00		
64. Samuel McGee.....	16 65		

\$20,786 76.]

WASHINGTON CITY, D. C., *May* 12, 1866.

In consideration of the sum of twenty thousand seven hundred and eighty-six dollars seventy-six cents, secured to be paid to me by the Secretary of the Interior, for and on account of the Choctaw nation, in the following manner, to wit: six thousand seven hundred and eighty-six dollars seventy-six cents out of the first money due and payable to the Choctaw nation under the treaty concluded April 28, 1866, between the United States and the Choctaws and the Chickasaws, and the sum of fourteen thousand dollars out of the annuities due and payable to said nation after the close of the present fiscal year, June 30, 1866, making in all the sum of twenty thousand seven hundred and eighty-six dollars seventy-six cents, I hereby transfer and assign to the Choctaw nation all my right, title, and interest in and to the claims, accounts, and improvement, stock, &c., against the said nation, and against individual members thereof, as set forth in the foregoing list or schedule.

It being understood that, in case written receipts or acquittances from myself

or any leagally authorized agent of mine can be produced as offset to any of said accounts or claims, the Choctaw nation shall be credited thereby on the last payment as above provided, and shall be deducted out of the amount so to be paid me by the Secretary of the Interior on account of the Choctaw nation; and it being further understood that the foregoing payments when made shall be in full satisfaction of any and all claim or demand whatsoever that I may have under and by virtue of the fiftieth article of the said treaty of April 28, 1866.

REUBEN WRIGHT.

Test:

D. H. COOPER.

JOHN PAGE.

CAMPBELL LEFLORE,

*Secretary of the Choctaw Delegation.*

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HEALD vs. CHOCTAWS.

WASHINGTON, D. C., *August 2, 1866.*

F. E. WILLIAMS, being first duly sworn, made the following statements, viz:

By General RICE:

Q. State if you purchased a draft of Mr. Folsom, for whom you purchased it, what amount was paid, and what kind of money was paid.

A. I purchased one of Sampson Folsom for J. G. Heald. The draft was for \$33,018 76, and I paid fifty per cent. premium and ten months' interest, making \$52,003 14.

Q. Who was this Mr. Folsom? Was he the agent of the treasury of the Choctaw nation?

A. Yes.

Q. And he did sell it to J. G. Heald?

A. Yes, to me for him.

Q. How much did you pay?

A. Over \$51,000 (\$52,003 14) in confederate money. I paid fifty per cent., which was ten per cent. more than I could buy gold for, for the sake of having it east.

Q. On whom was this draft drawn?

A. On E. W. Lehman & Brother, of Philadelphia.

Q. State if it was the balance that was in their hands.

A. It was the object of the draft; it was drawn for the balance of that amount, I think.

Q. Now, Mr. Williams, you will please to state what that balance was, and how it was known that it was an amount which corresponded with the amount that was purchased by Heald.

A. The amount was deposited by the agents of the nation who were sent from New York to draw the money from the sub-treasury. They took what they could and deposited it in a savings bank at St. Louis, and took three certificates of deposit in favor of Lehman & Brother.

Q. What was the amount of money deposited?

A. It amounted to \$33,018 76. (?) I paid interest to the time I bought it—about three months.

Q. This draft, then, was for the benefit of Mr. Heald?

A. Yes.

Q. Was it presented for payment?

A. Yes.



Q. Was it paid ?

A. It was protested, there being no funds.

Q. The agent of the Choctaw nation, Mr. Folsom, having drawn upon Lehman & Brother for the balance in their hands, and that balance being the amount of their certificates of deposit on amount deposited in the savings bank at St. Louis, state how it was, if the money had been deposited there, the draft was protested for the want of funds.

A. After the money was deposited—and the whole affair was managed by a member of their firm in Memphis, Mr. J. Cummings Johnson—Johnson held the certificates of deposit, the money being deposited in Lehman & Brother's name. Johnson bought Lehman and Brother's interest in the Memphis house, and among the remittances and pay for that interest he remitted the certificates of deposit, which Lehman acknowledged having received in a business way, with other drafts. But when the draft was presented, they said that they had never realized this money themselves, but received these certificates of deposit from Johnson as part payment of their interest.

Q. What I want to know is, whether the money had been drawn out of their hands before the draft was presented ?

A. Yes, some time before.

Q. Who drew that money out ?

A. It was indorsed by Lehman & Co., before Johnson remitted the draft.

Q. Who had authority to draw the money out of Lehman & Co.'s hands ?

A. Nobody but Johnson.

By Colonel JACKSON :

Q. Who was Johnson ?

A. The member of the firm at Memphis. The nation had sold it to him a second time, and he retained the draft and withdrew the money.

Q. Then after the money had been drawn on this draft, and payment had been received from yourself acting as agent for Heald, did not the firm [nation] realize and use that money themselves a second time ?

A. Most assuredly.

Q. Then they got the money twice ?

A. Once from Mr. Heald and once from Mr. Johnson.

Q. And the draft has never been paid ?

A. Never.

Q. In other words, instead of receiving about \$40,000, they have really received about \$80,000 ?

A. Yes.

By General RICE :

Q. How do you know that this draft was never paid ?

A. Well, sir, I was with the party when he presented it and was refused payment, and I had a copy of the protest.

Q. Where was it presented ?

A. At Mr. Lehman's office, in Philadelphia. I went with Drexel & Co., who presented the draft, and heard the answer.

Q. How did you know that the Choctaw nation sold that draft, or had drawn on the money twice ?

A. One of the parties sent me word that that was the reason it had not been paid.

By Judge TIBBITTS :

Q. State if you know of a suit having been made by Lehman & Co. successfully.

A. I brought a suit against the company to recover the draft.

By General RICE :

Q. What do you know about the second draft ?

A. They employed Mr. Folsom, the agent of the treasury, to dispose of the draft. Further than that, Mr. Johnson told me he paid it himself.

JOHN B. LUCE, being first duly sworn, stated :

By Judge TIBBITTS :

Q. Make a detailed statement in regard to the charge of Mr. Heald against the Choctaw nation, for engine, mill, &c., and how it comes to be charged to the nation.

A. List marked "B" is in my handwriting. I made it out from memoranda that Major Herald. I believe the account to be substantially correct.

In April, 1863, Auburn Williams, who was engineer in charge of Major Heald's mills, stated to me that he intended to leave Scullyville, where the mills were, because it was no longer safe to stay there, and told me he intended to sell the mills to Genitt R. Kennedy, of Fort Smith. A day or two afterwards I was at Fort Smith, and saw the colonel, and he said he was negotiating the purchase of the mills from Williams, and to buy the property provided he could get it removed to Fort Smith. Within a day or two Colonel Tandy A. Walker, a Choctaw, met me at Fort Smith, and told me Williams wanted to sell the mills, but he intended to prevent it. Soon after, I was up at the Choctaw agency, at Scullyville, and there learned that the Choctaws had put a man in charge of the mills, who was running them for their benefit, and there they remained under the control of the Choctaws who wanted to make use of them, till General Blunt took possession of the country, when they fell into the hands of the United States army. It was in the fall of 1863 that Mr. Williams told me he intended to sell the mills.

By General RICE :

Q. Where are the mills now ?

A. Colonel Johnson, of United States infantry, took the engine and one of the mills, and brought them to Fort Smith. One is in Major Heald's custody now. The other mills I was informed were burned, together with other property—burned by southern Cherokees.

By Colonel JACKSON :

Q. As I understand, first, the rebel Choctaws seized the mill which was afterwards captured by General Blunt, and is charged with the other mills against the Choctaws ?

A. Yes.

Q. And what was left after the capture by General Blunt was afterwards burned by rebel Cherokees ?

A. Yes.

By General RICE :

Q. What was the value of that mill ?

A. The best answer I can give is embraced in the paper—\$3,923.

Q. Do you know anything about the items of cotton ?

A. Not personally about the seizure ; I can state what I judge to be its value.

By Colonel JACKSON :

Q. What do you estimate it to be worth ?

A. More than is charged. I believe it to be worth more than twenty cents, because it was picked by Choctaws, and their cotton being free from trash commands two or three cents more than that picked by slaves.

Q. When did they take charge of the cotton ?

A. All I know is, I was told in the fall or winter of 1862-3.

Q. What was the market value of cotton at that time ?

A. Cotton inferior to this was selling at twenty-five cents a pound there.

By General RICE :

Q. When did Major Heald leave ?

A. About the 10th of April, 1862.

By Colonel JACKSON :

Q. Do you know that the Indians took the cotton ?

A. I never heard of it till last September.

Mr. WILLIAMS, recalled.

By Judge TIBBITTS :

Q. State what you know about the item for advances to the treasurer of the nation by Mr. Heald.

A. I believe the within paper (marked C) to be a correct list of amounts of drafts on the Choctaw nation.

By General RICE :

Q. Did you make out this statement ?

A. It is my own writing.

Q. What disposition has been made of those warrants ?

A. They were destroyed when the safe was destroyed.

Q. Were all the warrants charged in that memorandum destroyed ?

A. Yes.

Q. From what was this memorandum taken ?

A. From the original warrants.

Q. Why had not the warrants been presented for payment ?

A. They had no funds. They paid what they could, and these being unpaid was the reason the memorandum was made.

Q. Are you sure that none of the warrants there were never paid ?

A. I am.

Q. Were you at Scullyville at the time of the destruction of the safe ?

A. No, sir ; I came here in July, 1862.

Q. How do you know about the destruction of the safe ?

A. Several have told me so.

Q. How do you know the warrants were in the safe when it was destroyed ?

A. They were put in there. There is no doubt, I reckon, about it.

Q. How long after you left was the safe destroyed ?

A. A year, I reckon.

Q. Then all you know of the warrants being there is that they were there when you left, a year before ?

A. Yes.

Q. Who had the key to the safe ?

A. L. B. Dow, (of Pepperel, Massachusetts,) a former partner of Mr. Heald's and at that time a clerk. I think there is no possibility of his presenting the warrants for payment.

End of testimony.

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DEFENCE.

J. G. HEALD

vs.

CHOCTAW AND CHICKASAW NATIONS. }

Testimony.

GILBERT ANSLEY, being first duly sworn on oath, says he knew the firm of J. G. Heald & Co.; it was composed of J. G. Heald, F. E. Williams, and L.

B. Dow. Knew of their cotton being distributed by the confederacy to the Choctaws and Cherokees; there were thirteen bales of it so distributed; the balance of the cotton was sold by Auburn Williams, brother of F. E. Williams; saw the cotton distributed and sold; bought one bale, and hauled it away home.

Cross-examined:

Saw thirty-two bales of the cotton; the sales of the cotton were after the issue. Heard Auburn Williams say that General Hindman had issued orders that the cotton was to be issued, and he was determined that no more of it should be issued; that he intended to sell it. Auburn Williams had charge of the mill and the cotton gin and the cotton of J. G. Heald & Co.

SAMUEL COOPER, being duly sworn on oath, says he knows Mr. Heald, the claimant; knows what property belonging to the mill he recovered in September, 1865; it was as follows: One steam-engine, one pair of burrs, one plank-planer, one pair of Fairbanks' scales, one saw and two small saws, one cold-water pump, five rolls of belting, (all in bill,) one cotton screw. The gin which was burned was worthless. The mill spindle and shafts were worn out. The tools, brushes, &c., were most all sold by Williams. The turning lathe was recovered. The mill and mill house which was burned was worth not more than \$2,000, all included. Witness is a machinist.

J. R. KANNADY, being first duly sworn, on oath says that he knows claimant, Mr. Heald. Knows the mill claimed; the engine is under control of the quartermaster at Fort Smith, and is in the possession of witness. Also the cotton screw; it was ruined by fire. Witness sent to Scullyville and got the screw. The shafting (not charged in claim) is at Mr. Clark's; it was traded to Mr. Clark by the assistant quartermaster, and was worth \$100. Witness offered Auburn Williams \$5,500 in confederate money for the mill before the mill was in any way damaged. Witness made some repairs on the mill, and desired to move it to Fort Smith, but Colonel Tandy Walker, (Confederate States army,) in command at Scullyville, would not allow the mill to be moved, stating that Mr. Heald was indebted to the Choctaws, and that was one reason why the mill should not be moved until those debts were paid; besides, the Choctaws needed the mill there. He did not say anything about amount of indebtedness. Witness agreed to hold amount of indebtedness if it was not too much. Walker made no direct reply to this proposition. Thinks the mill was then worth \$3,000 in gold, and would be cheap at that. There were many small things about the mill that Heald has not included in his bill. The engine is now worth \$1,000. The 30-inch Burroughs grist-mill charged in bill was lost. The engine was worth, at the time Mr. Heald abandoned it, \$2,150—all charged in bill. The Burroughs mill was worth \$350 at Scullyville. Do not know of Heald recovering any saws. He left with witness all the property recovered. The cotton gin was in use when Heald left; thinks it was a very good gin. Thinks the prices charged in mill account are reasonable. Mr. Heald thought the gin screw was worthless. Witness sent to Scullyville and got the screw.

JOHN SMITH, being first duly sworn, on oath says he knows Mr. Heald, the claimant; was his slave, and lived with him in Scullyville since 1852, and was there when he left. Worked at the mill and cotton gin; it was a good gin when Mr. Heald left; nothing wrong with it; it was in running order about three weeks before General Blunt came. The wheat burrs (3-foot burrs) are in Fort Smith, at Bright's. The other burrs were burned in the mill. Witness ran the mill the last time it was run; was grinding for Colonel \_\_\_\_\_, United States army; the mill was then in good condition. When Heald left there were forty-seven bales of cotton. Don't know whether Auburn Williams sold it or not. Some of the cotton was issued to Choctaws. Do not know how many bales was issued.

## Cross-examined:

Some of the cotton may have been issued to other than Choctaw Indians.

DISTRICT OF COLUMBIA, *City of Washington, ss:*

F. E. Williams, a citizen of Massachusetts, being duly sworn, saith that he resided at Scullyville, in the Choctaw country, during part of the year 1862, and knows the fact from personal observation, inspection, and counting, that Joseph G. Heald, who at that time owned a trading establishment and cotton gin at said Scullyville, had at his said gin forty-eight bales of cotton, of the average weight of 450 pounds to each bale; and that at the time deponent left said trading-house there was on hand a quantity of unbaled cotton equal to fourteen bales more of the same size, making in all sixty-two bales of 450 pounds each. And this deponent further saith that he has been informed, and believes, but does not know, of his own knowledge, that all of said cotton was afterwards divided out among the Choctaws living near Scullyville aforesaid.

F. E. WILLIAMS.

Subscribed and sworn to before me this 2d day of August, 1866.

JOHN S. HOLLINGSHEAD,  
*Notary Public.*

I, Ely S. Mitchell, do solemnly swear that I have read the foregoing affidavit of F. E. Williams; that I was frequently at Major Heald's trading-house at Scullyville during the year 1862; that I knew that there was a large quantity of cotton there baled and unbaled, and that I know it was afterwards divided out among the Choctaws. The number of bales is not known to me. The quality of the cotton was superior; it was the best of what was called in the market classification "middling."

Cotton at the time referred to was at least twenty cents a pound.

ELY S. MITCHELL.

Subscribed and sworn to before me this 2d August, 1866.

[SEAL.] JOHN S. HOLLINGSHEAD,  
*Notary Public.*

I, John B. Luce, do solemnly swear that I had some cotton at my place in Arkansas, in the fall of 1862, far inferior to the cotton taken from Major Heald by the Choctaws, which cotton of mine was sold by my mother-in-law in the spring of 1864 at forty cents a pound; and I do further swear that cotton of the same quality as mine was in some instances sold in the fall of 1862 at twenty-five cents a pound.

J. B. LUCE.

Subscribed and sworn to before me this 2d August, 1866.

[SEAL.] JOHN S. HOLLINGSHEAD.

DISTRICT OF COLUMBIA, *City of Washington, ss:*

John B. Luce, being duly sworn, deposes and says that during the spring and summer of 1863 he resided in Sebastian county, Arkansas, eighteen miles from Fort Smith, and twenty-eight miles from Scullyville, in the Choctaw nation; that in the month of April, 1863, Auburn Williams, then acting as engineer in charge of the mills and machinery of J. G. Heald, at Scullyville aforesaid, informed deponent that he considered his life in danger at Scullyville, and therefore intended to leave; and that, in anticipation of such departure, he had sold the engine, mills, machinery, and other mill property of his employer, Joseph G. Heald, to Jerry R. Kennady, of Fort Smith.

A few days afterwards deponent was informed by said Kennady that he had purchased said mills and machinery, conditioned upon its delivery at Fort Smith, in the State of Arkansas, and fifteen miles from Scullyville, where the mill buildings were located. About the same time deponent was told by Colonel Tandy Walker, a leading Choctaw living near Scullyville, that the Choctaws would not permit the said engine and mills to be removed from their county for the reason that they wanted them for their own use; and this deponent further states that the said engine, mills, and machinery were taken into possession of the Choctaws and used for their benefit, under the direction of the said Walker, in the month of April, 1863, when deponent was last at Scullyville, and that he is informed, and believes, that the Choctaws continued so to use said engine, mills, and machinery until the capture of Scullyville by General Blunt in September, 1863, when the said property came into the possession of the United States troops.

J. B. LUCE.

Subscribed and sworn to before me this 2d day of August, 1863.

[SEAL.]

JOHN S. HOLLINGSHEAD,

Notary Public.

Ely S. Mitchell, being duly sworn, deposes and says that he was living at Fort Smith, Arkansas, in the spring of 1863, at the time when Auburn Williams, the engineer in charge of Major Heald's engine, mills and cotton gin, attempted to sell the same to J. R. Kannady at Fort Smith; that the said Kannady consulted deponent in regard to the purchase of said property, and expressed the intention to buy the same if it could be removed; that deponent knows the fact that the sale was prevented by the refusal of the Choctaws to allow said property to be taken out of their country.

Deponent further states that the said Auburn Williams left Scullyville at the time above named in the spring of 1863, in consequence of a difficulty with some Indians in the neighborhood, and that about the same time the mills, mill buildings, and machinery were taken by the Choctaws, and retained and used for their benefit until the capture of Scullyville, in the following September, by General Blunt, when the said property fell into the possession of the United States troops.

ELY S. MITCHELL.

Subscribed and sworn to before me, this 2d day of August, 1866.

[SEAL.]

JOHN S. HOLLINGSHEAD,

Notary Public.

*Memorandum of mills, machinery, &c., belonging to Joseph G. Heald, at Scullyville, in the spring of 1863.*

1. 1 steam engine.....	\$2,150	13. 60 feet lead pipe.....	\$18
2. 1 30-inch Burrough grist-mill, B.....	350	14. Matching machine.....	25
3. 1 smut-mill.....	110	15. 120 feet elevator belts, at 60 cents.....	72
4. 1 cotton-gin, B.....	300	16. 160 feet 12-inch belting, at 60 cents.....	96
5. 1 screw for press at agency.....	250	17. 60 feet 6-inch belting, at 40 cents.....	24
6. Bolts and hinges for press.....	100	18. 60 feet 4-inch belting, at 25 cents.....	15
7. Platform for press, B.....	150	19. 3 saws, 12, 14, and 18-inch.....	15
8. Bolting chest and fixtures, B.....	150	20. 1 paint-mill.....	12
9. Block and tackle.....	16		
10. Drum and shafting, B.....	25		
11. Table for saws, B.....	25		
12. Work-bench, B.....	20		
			3,923



I, Joseph G. Heald, do solemnly swear that the above is a correct statement of the mill property belonging to me at Sculleyville, in the Choctaw nation, and of the value thereof at the time it was taken by the Choctaws, in the spring of 1863.

J. G. HEALD.

Subscribed and sworn to before me, this 2d day of August, 1866.

[SEAL.]

JOHN S. HOLLINGSHEAD,

*Notary Public.*

We, the undersigned, do solemnly swear that we were well acquainted with the mill property of Major J. G. Heald, in the Choctaw Nation, taken by the Choctaws in the spring of 1863, that we have examined the foregoing statement and that we are satisfied that it is a correct account of said property and of its value.

J. B. LUCE.

F. E. WILLIAMS.

ELY S. MITCHELL.

Subscribed and sworn to before me, this 2d day of August, 1866.

[SEAL]

JOHN S. HOLLINGSHEAD,

*Notary Public.*

*List of warrants of J. G. Heald & Co.*

Amaziah Folsom, probate judge....	\$35 40	Nathan Sexton, clerk fees, Sugar-	
Teho tubbu, light horse.....	150 00	loaf county.....	12 00
John Sechum, constable.....	19 40	Sam. Tally, witness.....	3 00
Lyman Lucas, sheriff.....	16 66	John McKenney, services rendered	
Am-no-tah, constable.....	25 00	circuit court.....	3 00
Mr. Monubbu, constable.....	25 00	Lyman Lucas, sheriff services....	12 50
Thomas Jotah, justice.....	4 50	Jenz Ward, sheriff services.....	6 00
Grand jurors.....	14 60	Gilbert Perry, sheriff services....	6 00
Grand jurors.....	5 50	J. G. Heald & Co., constable ser-	
Joseph Williams, judge probate.....	63 88	vices.....	16 50
Bolin Perry, district chief.....	62 50	John McKenney, services rendered	
Sunday-school fund, 1860, M. T. dis-		circuit court.....	3 00
trict.....	222 22	D. Hood and William Wilson, in-	
John Wilkins, county judge.....	25 00	terpreters.....	6 00
Terry Ward, sheriff fees.....	418 90	A. Mitchell, special appraiser, Scul-	
James Jones, justice.....	30 20	lyville school.....	400 00
Robert Killin, grand juror.....	7 40	Joshua Prossly, constable.....	25 00
Forbis Leflore, special appraiser.....	400 00	Joseph R. Hall, national secretary	150 00
Eah-ho-nubbu, grand juror.....	7 25	Thomas Jotah, justice.....	25 00
Henry Thompson, grand juror.....	7 80	Robert Isam, constable.....	6 25
Grand jurors, Sculleyville county.....	69 80	On-ta Cubbu, justice.....	25 00
Ter-san-tubbu, deputy sheriff.....	3 75	Jefferson Sexton, justice.....	4 16
Sculleyville county, election judges.....	60 00	James Thompson, circuit and su-	
Grand jurors, Sculleyville county.....	33 90	preme judge.....	150 00
A. Krebbs and G. Brown, deputy		Washington, sheriff.....	50 00
sheriffs.....	18 00	Nicholas Prossley, justice.....	25 00
James Alexander, justice.....	6 25	Alexander McCunn, probate judge	19 66
Judges and clerks of election, Au-		Alfred Krebbs, deputy sheriff.....	10 00
gust, 1860.....	34 00	Joel Tolsom, special accounts, San	
Simon Hancock, judge of elections,		Bois county drafts.....	337 72
December and August.....	4 00	J. G. Heald & Co., Sculleyville	
John Holmes, constable.....	6 25	county warrants.....	339 85
Wesley Browning, probate judge....	20 67	A. J. Stanton, justice.....	6 94
Nick McGilbur, justice.....	30 20	James Thompson, supreme judge.	100 00
J. G. Heald & Co., stationery, post-		Nathan Sexton, district attorney..	43 75
age, &c.....	69 36	John M. Nail, national auditor...	150 00

*List of warrants of J. G. Heald & Co—Continued.*

James Williams, light horse.....	\$37 50	Wesley Whale, light horse.....	\$37 50
Milton Lucas, light horse.....	37 50	James Collins, sheriff Coal county	65 10
Lakubbee, light horse.....	37 50		
Total.....			4, 048 82
James Collins, conveying prisoners to jail.....			21 00
Total.....			4, 069 82
Interest from January 1, 1861, to January 1, 1866, five years, at six per cent ....			1, 220 94
			5, 280 76

I, F. E. Williams, do solemnly swear that in the month of January, 1861, I prepared for Joseph G. Heald the foregoing statement of amounts advanced by said Heald for the Choctaw treasurer, upon warrants drawn by the auditor of the Choctaw nation upon the treasurer thereof; that the original warrants, of which the above statement is an abstract, were kept in the iron safe belonging to said Heald, in his trading-house at Scullyville, in the Choctaw nation, and were in said safe at the time it was broken open and the papers in the same scattered and destroyed by the troops of General Blunt's command, in September, 1863.

F. E. WILLIAMS.

Subscribed and sworn to before me, this 2d August, 1866.

[SEAL]

JOHN S. HOLLINGSHEAD,

*Notary Public.*

DOAKSVILLE, CHOCTAW AGENCY, WESTERN ARKANSAS,

*April 25, 1862.*

At sight, pay to the order of L. S. Lawrence, banker, New York city, ——— the balance in your hands due me, being proceeds of the certificates of deposit of the St. Louis Building and Saving Association, being for value received.

SAMPSON FOLSOM.

Messrs. E. W. LEHMAN & BROS.,  
*Philadelphia.*

DISTRICT OF COLUMBIA, *City of Washington, ss:*

I, F. E. Williams, of Pepperell, Massachusetts, on oath do state, that I purchased for Joseph G. Heald a draft of Sampson Folsom, the agent of the Choctaw treasury, drawn by said Folsom on E. W. Lehman & Bros., of Philadelphia, and dated 25th April, 1862, in triplicate, in favor of L. S. Lawrence, banker, of New York city, and correspondent in that city of said Heald, which draft in triplicate is hereto annexed and made part of this affidavit and statement.

Hotchkin and Stark, missionaries in the Choctaw nation, at the special instance and request of said Folsom, acting for and in behalf of said Choctaw treasury, came to the city of New York about the month of August, 1861, and realized certain funds on a government draft drawn on the sub-treasury at New York, in favor of said Choctaw nation. On their return to said nation, and while at St. Louis, the said Hotchkin and Stark, on the 24th August 1861, deposited with the Building and Savings Association (in gold) \$33,018 89 to the credit of said Lehman & Bro., as above stated. The said draft purchased

of the said Folsom for said Heald on said Lehman & Bro. was for the balance and proceeds of said deposit to said Building and Savings Association, to the credit of said Lehman & Co.; said draft of said Folsom on Lehman & Bro. was duly presented by said Heald for payment and by them protested, not having funds in hand to meet the same.

F. E. WILLIAMS.

Subscribed and sworn to before me, this 2d day of August, 1866.

[SEAL.]

JOHN S. HOLLINGSHEAD,

*Notary Public.*

I, Ely S. Mitchell, do solemnly swear that I have examined the foregoing affidavit carefully, that I was cognizant of the facts therein stated at the time they occurred, and that they are to me known to be true.

ELY S. MITCHELL.

Subscribed and sworn to before me, this 2d day of August, 1866.

[SEAL.]

JOHN S. HOLLINGSHEAD,

*Notary Public.*

DISTRICT OF COLUMBIA, *City of Washington, ss :*

I, Francis E. Williams, do solemnly swear that I am familiar with the debts due from the Choctaws to Major J. G. Heald, having kept his books for a number of years; that I have examined a statement in detail of the amounts due him from individuals of the Choctaw nation, amounting in the aggregate to \$34,551 62; that I know that the items therein set forth are correctly stated as far as they go, but that the aggregate falls short of what is justly due from such individuals by the sum of \$4,584 67.

F. E. WILLIAMS.

Subscribed and sworn to before me, this 2d day of August, 1866.

[SEAL.]

JOHN S. HOLLINGSHEAD,

*Notary Public.*

The Choctaws agree and stipulate to pay to Joseph G. Heald, of Massachusetts, who for many years traded among and befriended them, the sum of \$70,288 80, in full of all demands for spoliations upon his property and for other reclamations and debts due him by the Choctaws, which sum shall be paid out of the three hundred thousand dollars in the event the Choctaws receive the same under the provisions of the third article of this treaty; and in the event they do not receive the same under said article, then to be paid in two annual instalments, with interest at the rate of five per cent.

The foregoing article, after full consideration, has been approved by us, and we request that it be inserted in the treaty.

ALLEN WRIGHT.  
JOHN PAGE.  
JAMES RILEY.  
ALFRED WADE.

APRIL 28, 1866.

F. E. Williams, being duly sworn, deposes and says : Touching the disposition made by the Choctaw nation of the funds paid them by the said deponent for certain certificate of deposit amounting to about thirty-four thousand dollars, deposes as follows :

That before he could obtain a pass to come north for the purpose of collecting said certificate, he was compelled by Albert Pike, the Confederate States commanding general, to procure the authority of the said Choctaw nation to pay to him the amount due him by said nation for services as their attorney at Washington ; that such authority was obtained, and that he, deponent, did pay to the said Albert Pike on said account the sum of five thousand dollars in gold, and, to the best of his knowledge and belief, about twenty thousand dollars in currency. That he also paid Peter Folsom, delegate, the sum of five thousand dollars, receipt for which is in possession of the commissioner, and that, as he understands and verily believes, each of the four remaining delegates received five thousand dollars.

He further deposes, that the firm of J. G. Heald, F. E. Williams, and L. B. Dow, was formed in March, 1857, and was dissolved on the 1st of March, 1860, when the affairs of the concern were settled and the entire business passed into the hands of J. G. Heald, as sole proprietor, deponent acting only as his clerk. That said L. B. Dow has not at this time, and never had, to his knowledge, any interest in the certificate of deposit above mentioned or any of the other claims.

F. E. WILLIAMS.

Subscribed and sworn to before me, December 27, 1866.

E. W. RICE, *Commissioner.*

\$174 40.

UNITED STATES OF AMERICA,

*District of Columbia, county of Washington, ss :*

I, Edmund F. Brown, a notary public in and for the county and district aforesaid, by lawful authority duly commissioned and sworn, authorized by law to take depositions and acknowledgments, do hereby certify that on this the twelfth day of May, 1866, before me, in my county aforesaid, personally appeared Reuben Wright, of Massachusetts, who, after being duly sworn according to law, says, that Washburn, late deceased, of the Choctaw nation, was and is justly due him the sum of \$174 70, and that he has received no security or satisfaction for the same. This the twelfth day of May, 1866.

REUBEN WRIGHT.

Sworn to and subscribed before me this 12th day of May, 1866.

[SEAL.]

EDMUND F. BROWN, *Notary Public.*

MAY 12, 1866.

For value received, I have this day transferred to the Choctaw nation the within claim, without recourse.

REUBEN WRIGHT.

\$164 70.

UNITED STATES OF AMERICA,

*District of Columbia, County of Washington, ss :*

I, Edmund F. Brown, a notary public, in and for the county and district aforesaid, by lawful authority duly commissioned and sworn, authorized by law to take depositions and acknowledgments, do hereby certify that on this the twelfth day of May, 1866, before me, in my county aforesaid, personally

appeared Reuben Wright, of Massachusetts, who, after being duly sworn according to law, says, that David Holmes, late deceased, of the Choctaw Nation, was, and is, justly due him the sum of one hundred and sixty-four 70-100 dollars, and that he has received no security or satisfaction for the same. This the twelfth day of May, 1866.

REUBEN WRIGHT.

Sworn to and subscribed before me this 12th day of May, 1866.

[SEAL.]

EDM'D F. BROWN, *Notary Public.*

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\$35 50.

UNITED STATES OF AMERICA,

*District of Columbia, County of Washington, ss :*

I, Edmund F. Brown, a notary public, in and for the county and district aforesaid, by lawful authority duly commissioned and sworn, authorized by law to take depositions and acknowledgments, do hereby certify that on this, the twelfth day of May, 1866, before me, in my county aforesaid, personally appeared Reuben Wright, of Massachusetts, who, after being duly sworn according to law, says, that P. Irahien, late of the Choctaw nation, deceased, was, and is, justly due him the sum of thirty-five 50-100 dollars, and that he has received no security or satisfaction for the same. This the twelfth day of May, 1866.

REUBEN WRIGHT.

Sworn to and subscribed before me this 12th day of May, 1866.

[SEAL.]

EDM'D F. BROWN, *Notary Public.*

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\$461 60.

UNITED STATES OF AMERICA,

*District of Columbia, County of Washington, ss :*

I, Edmund F. Brown, a notary public, in and for the county and district aforesaid, by lawful authority duly commissioned and sworn, authorized by law to take depositions and acknowledgments, do hereby certify that on this twelfth day of May, 1866, before me, in my county aforesaid, personally appeared Reuben Wright, of Massachusetts, who, after being duly sworn according to law, says: Fil-le-tah, late deceased, of the Choctaw nation, was, and is, justly due him the sum of four hundred and sixty-one 60-100 dollars, and that no security or satisfaction has been received for the same. This the twelfth day of May, 1866.

REUBEN WRIGHT.

Sworn to and subscribed before me this 12th day of May, 1866.

[SEAL.]

EDM'D F. BROWN, *Notary Public.*

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STATE OF ARKANSAS, *County of Sebastian, ss :*

John Smith, a colored freedman, being duly sworn, deposes and says that in the fall of 1863, when the command of General Blunt and Colonel Clark passed through Scullyville, in the Choctaw country, deponent, who was then living there, had in his charge a pair of mules belonging to Major J. G. Heald, a trader in the Choctaw country, at Scullyville. The mules were in the stable with the gears on when some federal soldiers came up and ordered deponent to take the gears off, which deponent did, and the soldiers led the mules off. One

of them was saddled, and one of the soldiers attempted to ride her, but the mule threw him.

The last that deponent saw of the mules they were hitched in a swing, that is, as the middle pair to a six-mule government wagon, between the wheel mules and the leaders, and in that way they were driven off with the trains belonging to Blunt's command. They were remarkably good mules, of medium size, but of the best quality for work.

And this deponent further says that afterward, in the fall of the same year, the 13th Kansas regiment, under Colonel Bowen, was at Scullyville, and ran Major Heald's mill not quite four weeks. The mill itself was under the control of Captain Flickenden—deponent thinks that was the name, and deponent was employed under him. While so employed there was a quantity of wheat ground up and used by the command which belonged to Major Heald, in quantity certainly not less than one hundred and seventy bushels. Deponent feels confident from his knowledge of the boxes and bins in which it was held that there must have been more than that amount, but is sure there was not less.

Deponent further says that the soldiers of General Blunt's command, when they first entered Scullyville, broke open and ruined the iron safe belonging to the said Major J. G. Heald; deponent was in Scullyville at the time, knows the fact, and also knows that the soldiers destroyed a considerable amount of property in the store, as he saw them in the act of so doing, and also of breaking open the safe.

his  
JOHN X SMITH.  
mark

Subscribed and sworn to before me this 3d day of October, 1865.

In testimony whereof I have hereunto affixed the seal of the circuit court in and for Sebastian county and State of Arkansas, this the third day of October, A. D. eighteen hundred and sixty-five.

[SEAL.]

JAMES EDMONSON,  
*Clerk of the Circuit Court.*

STATE OF ARKANSAS, *County of Sebastian, ss:*

Hardy Mitchell, a colored freedman residing in the Choctaw country, being duly sworn, deposes and says that in the fall of 1863 he knows the fact that the troops under the command of Colonel Bowen, the 13th Kansas regiment, took possession of the mill of Major J. G. Heald, at Scullyville, in the Choctaw country, and ran the same for at least three weeks, during which time they ground up all the wheat in said mill belonging to said Major Heald, consisting of not less than one hundred bushels.

And deponent further says that the day General Blunt's command passed through Scullyville, on the 1st of September, 1863, he saw them take with them two mules belonging to the said Major Heald; they were first-rate mules, such as deponent has seen sold at Fort Smith this present year for two hundred dollars apiece.

And deponent further says that he saw the troops of the same command break open Major Heald's store, and in the act of destroying the property and goods therein. In the evening after they had left deponent examined the store and found that they had broken open and ruined the iron safe, and scattered the account-books and papers in every direction.

And deponent further says that the account-books which were thus scattered on the floor were afterwards gathered up and carried off by the 13th Kansas regiment, under Colonel Bowen. The same troops tore the weather-boarding from Major Heald's smoke-house to make cabins and bedsteads, and burnt his ice-house and two of the cabins occupied by his colored people, and also his



well-house; destroyed the paling fence around his garden, besides taking the drawers out of the store for feed-troughs, and doing various other acts of destruction.

And this deponent further says that he has no interest whatever in the property thus taken and destroyed, or in the claim set up for the recovery of the value thereof.

HARDY <sup>his</sup> × MITCHELL.  
mark

Subscribed and sworn to before me this 2d day of October, 1865.

In testimony whereof, I, James Edmonson, clerk of the circuit court of Sebastian county, Arkansas, have herewith set my hand and affixed the seal of said court this second day of October, A. D. 1865.

[SEAL.]

J. EDMONSON, *Clerk.*  
per F. E. ADAMS, *Deputy.*

STATE OF ARKANSAS, *County of Sebastian, ss:*

Edmund Brashears, a colored freedman, deposes and says, that late in August, or early in September, 1863, not later than the 2d of September, General Blunt's command came to Scullyville, in the Choctaw country, where deponent was then living, and while General Blunt was in deponent's cabin asking questions about General Cabell's command, a United States soldier came up to General Blunt and reported that his horse had given out and that he had taken a mule from a stable near by, upon which General Blunt told the soldier he could ride the mule. Shortly afterwards, on the same day, deponent saw the same soldier riding a mule belonging to Major J. G. Heald, one of a pair of mules kept in Major Heald's stable at Scullyville, being the only mules at the time in the neighborhood. The other mule belonging to the pair deponent saw a soldier of the same command leading off, when the command left Scullyville on its way to Fort Smith. The mules were not particularly large, but were thought to be remarkably good. They were such as deponent has seen sold at Fort Smith at one hundred and fifty dollars apiece.

And this deponent further says, that he saw the soldiers of the same command, on the same day, in the store of said Heald, in the act of destroying all the property left in said store. They broke open and ruined the iron safe—broke the top out of it—took all the account-books and papers they could find, and either removed, destroyed, or scattered them. Such goods as they could find they would either carry off, or destroy.

After the command had left, deponent went into the store and found the counting-room floor covered with papers. Should think there could not have been less than five or six thousand different manuscript papers, of different sizes, scattered on the floor to the extent of several inches in depth. In the main building, or sale-room, deponent found the remains of the goods scattered on the floor, such as medicine, spices, glass jars broken, &c., &c., being generally such articles as were not convenient to carry away, including carpenters' tools, butts, hinges, &c., &c.

And further this deponent saith not.

EDMUND <sup>his</sup> × BRASHEARS.  
mark

Subscribed and sworn to before me this 3d day of October, 1865.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the circuit court, in and for the county of Sebastian, and State of Arkansas, this the 3d day of October, A. D. 1865.

[SEAL.]

JAMES EDMONDSON,  
*Clerk of the Circuit Court.*

\$277 30.

UNITED STATES OF AMERICA,

*District of Columbia, County of Washington, ss :*

I, Edmund F. Brown, a notary public, in and for the county and district aforesaid, by lawful authority duly commissioned and sworn, authorized by law to take depositions and acknowledgments, do hereby certify, that on this, the twelfth day of May, 1866, before me, in my county aforesaid, personally appeared Reuben Wright, of Massachusetts, who after being duly sworn according to law, says, that Johnson Push-me-ta-ha, late deceased of the Choctaw nation, was, and is, justly due him the sum of two hundred and seventy-seven dollars and thirty cents, and that he has received no security or satisfaction for the same. This, the twelfth day of May, 1866.

REUBEN WRIGHT.

Sworn to and subscribed before me this 12th day of May, 1866.

[SEAL.]

EDM'D F. BROWN,  
*Notary Public.*

\$1,027 90.

UNITED STATES OF AMERICA,

*District of Columbia, County of Washington, ss :*

I, Edmund F. Brown, a notary public, in and for the county and district aforesaid, by lawful authority duly commissioned and sworn, authorized by law to take depositions and acknowledgments, do hereby certify, that on this, the twelfth day of May, 1866, before me, in my county aforesaid, personally appeared Reuben Wright, of Massachusetts, who after being duly sworn according to law says, that Thomas Pitchlynn, late deceased, of the Choctaw nation, was, and is, justly due him the sum of one thousand twenty-seven dollars and ninety cents, and that no security or satisfaction has been received for the same. This the 12th day of May, 1866.

REUBEN WRIGHT.

Sworn to and subscribed before me this the 12th day of May, 1866.

[SEAL.]

EDM'D F. BROWN,  
*Notary Public.*

Know all men by these presents, that a copartnership is this day formed and entered into between Geo. W. Colbert, of the first part, and R. Wright, of the second part, for the purpose of tanning hides ; and therefore, that their interests may be equal—

1. The said Geo. W. Colbert sells and deposes of, to the said R. Wright, one-half of his tan-yard, with one-half of the stock on hand, including all the buildings, tools, and material for tanning, together with the hides and stock in the vats, for the sum of eight hundred and thirty-seven and fifty one-hundredths dollars, and the receipt thereof is hereby acknowledged.

2. The said R. Wright agrees to furnish funds to make any and all necessary repairs or improvements, and for making purchases of hides or material, or for the hiring of help or hands for tanning, and for any or all necessary expenses in or for the yard, and (each) is to receive eight per cent. interest per annum for all money or means furnished over and above his half ; as,

3. It is mutually agreed to share equal and alike in all the expenses and profits or losses of the business, and that each shall receive compensation for as much of his time as is devoted to the business.

4. The said Geo. W. Colbert agrees to direct, and oversee, and employ such hands and help as is or may be necessary to carry on the business properly,

and also to purchase the hides and materials for tanning, and to dispose of the leather to the best advantage, consulting with the said R. Wright if necessary.

5. The said Geo. W. Colbert agrees to keep a correct account of all expenses in and about the yard of all hides and skins bought, and of all leather or skins sold, and to exhibit the same to the inspection of the said R. Wright at any time.

6. It is mutually agreed to make semi-annual settlements as long as the copartnership continues, and that the copartnership may cease whenever it is the wish of either, and a mutual settlement or adjustment can be made by either purchasing the interest of the other, or selling all to a third party. But neither one shall dispose of his interest without the consent of the other.

7. It is mutually agreed, that in case of the decease of either one of the parties, that the surviving partner may settle up the business of the concern, assisted, if necessary or required, by an agent selected by the heirs of the deceased.

Signed and sealed at Boggy Depot, Choctaw nation, this the sixth day of August, A. D. 1862, in the presence of witness.

G. W. COLBERT. [SEAL.]  
R. WRIGHT. [SEAL.]

MAY 12, 1866.

For value received I have this day transferred to the Choctaw nation my interest in the within.

Without recourse.

REUBEN WRIGHT.

FORT SMITH, ARKANSAS, *September 29, 1866.*

REUBEN WRIGHT }  
*vs.* } Claim for \$20,784 76.  
CHOCTAW NATION. }

We, the undersigned attorneys for the parties, do hereby agree that the claim of Reuben Wright against the Choctaw and Chickasaw nations, under the provisions of the fiftieth article of the treaty of 1866, be submitted to the honorable commissioner for adjudication upon the petition exhibits and affidavits heretofore filed, and now on file before the commissioner, and that the sums be taken and admitted as evidence therein.

J. MORRIS NAIL,  
*National Attorney General, Choctaw Nation.*  
DUVAL & KING,  
*Attorneys for Claimant.*

APRIL 30, 1862.

Received from R. Wright one note on W. R. Baker, superintendent of Armstrong academy, for four hundred and eighty-five and twenty-five one hundredths dollars.

JOSEPH P. NOLSON,  
*For the Committee.*

MAY 12, 1866.

For value received I transfer the within to the Choctaw Nation.  
Without recourse.

REUBEN WRIGHT.

\$841 16.

BOGGY DEPOT, *April 21, 1862.*

One day after date I promise to pay to the order of Reuben Wright, eight hundred and forty-one  $\frac{16}{100}$  dollars, for value received, negotiable and payable at the store, without interest.

ALLEN WRIGHT.

For value received, I transfer the within to the Choctaw nation, without recourse.

Less by settlement, \$45 08.

MAY 5, 1863.

Received on the within note, six hundred and twenty dollars.

R. WRIGHT.

\$841 16  
665 08

Amount due..... 176 08

LISHOMINGO, C. N., *April 19, 1863.*

SIR: You will please pay to Mr. Reuben Wright the one thousand dollar note payable to me. I have transferred the note to him, and you will much oblige me by so doing. As for Mr. Gains' claim against the nation I know nothing about it. If he has any claim he should present it to the national legislature, and not against individual rights.

I am yours truly,

JAMES GUMBLE.

Colonel SAMPSON FOLSOM.

Transferred to the Choctaw nation, May 12, 1866, without recourse.

REUBEN WRIGHT.

\$1,000.

DOAKESVILLE, *April 13, 1857.*

Received of James Gumble, one thousand dollars as loan money with interest at the rate of eight per cent. until paid, for value received on the above date.

SAMPSON FOLSOM.

For value received, I transfer the above to the Choctaw nation, without recourse.

REUBEN WRIGHT.

MAY 12, 1866.

Know all men by these presents, that for and in consideration of the sum of eighty dollars gold to me in hand paid, the receipt whereof is hereby acknowledged, have this day bargained, sold and delivered unto Reuben Wright, of Boggy Depot, C. N., a blacksmith shop, situated in Boggy Depot, C. N., east of the storehouse of Messrs. Frank & Eastburn and west of and nearly adjoining the blacksmith shop of J. C. Patten, the right and title of which I warrant and defend against all other persons whatsoever.

J. J. MAURES.

Witness:

G. B. HESTER.

BOGGY DEPOT, C. N., *March 20, 1862.*

For value received I have this day transferred my interest in the within to the Choctaw nation, without recourse.

REUBEN WRIGHT.

MAY 12, 1866.

In-to-lubby, 1st quarter, 1862, January to March 31st; Peter Watson, 19th November, 1861, to 19th March, 1862.

James A. Robinson .....		\$37 50
Ah-to-ka-co-co* .....	\$97—\$17 50	\$80 25
Jack Fork co* .....		16 00
Miles Mosely .....		6 50
		<hr/>
		102 75
Sampson Loring .....	\$87 50	
Simon Wade .....	25 00	
C. Loh-bah-lubby .....	37 50	
Joseph Sho-fota .....	4 80	
Ben. Wright .....	25 00	
Solman Wade .....	50 00	
		<hr/>
		229 80
June 28, Peter Watson .....		79 00
		<hr/>
		449 05
		<hr/> <hr/>

Account. A. M. Hamel to be deducted from amount payable the nation, (from \$20,000.)

*Orders on Ah-to-Ka-Co.*

Wallace, Thompson E. ....	\$2 00
Welem Chefsin .....	7 50
Lewis Patts, J. Wade .....	20 00
Simon Wet-E-K-Ah to Ka, paid .....	
Lewis Patts .....	8 00
Old Women, paid .....	
Wm. Tain .....	16 00
Simon Lewis .....	10 00
Wm. Tain, paid .....	
Chan King .....	13 75
Lewis Patts .....	3 00
	<hr/>
	97 75
Less paid .....	17 50
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	80 25
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*\*Jocks Forks.*

A-ho-tulby, Spencer Patterson .....	\$5 00
Sherman Scanford, Silas Chelman .....	5 00
Simon Patterson .....	6 00
	<hr/>
	16 00
	80 25
	<hr/>
	96 25
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WASHINGTON, D. C., *January 7, 1867.*

SIR: The undersigned commissioners appointed by his Excellency the President, under the 50th article of the treaty between the United States of America and the Choctaw and Chickasaw Indians, concluded April 28, 1866, proclaimed July 10, 1866, to investigate the claims of Joseph G. Healds and Reuben Wright, of Massachusetts, licensed traders in the Choctaw country at the commencement of the rebellion, as well as claims of the same character of other loyal citizens of the United States, have the honor to respectfully report that the following claims were presented for the investigation of the commissioners, viz:

Joseph G. Heald .....	\$90, 288 80
Reuben Wright .....	20, 786 76
McDonald & Fuller .....	96, 228 89
Charles F. Thebo .....	30, 548 40
Total claimed .....	<u>237, 852 85</u>

For particulars and items of said claims, reference is made to statements and affidavits made by the parties in each case, herewith filed and made part of this report.

The claims of Joseph G. Heald and Reuben Wright were submitted to Governor Allen Wright, John Page, James Riley, and Alfred Wade, duly authorized delegates of the Choctaw Nation of Indians, representing the same before the government of the United States, in Washington, and after fully examining said claims said delegates admitted there was due said Joseph G. Heald from said nation the sum of seventy thousand two hundred and eighty-eight dollars eighty (\$70,228 80) cents, and that there was due from the nation to Reuben Wright the sum of twenty thousand seven hundred and eighty-six dollars and seventy-six (\$20,786 76) cents, and agreed and stipulated to pay said Heald and said Wright said amounts.

The finding, agreement, and stipulations, are filed in the separate claims (also filed) and made part hereof.

The commission, after fully and thoroughly examining all of the said claims, together with the said agreements and stipulations and the testimony adduced thereon, find there is due Joseph G. Heald from the Choctaw nation the sum of seventy thousand two hundred and eighty-eight dollars and eighty (\$70,228 80) cents, and that there is due Reuben Wright from the Choctaw nation the sum of twenty thousand seven hundred and eighty-six dollars and seventy-six (\$20,786 76) cents, and therefore recommend that the sum of sixty-nine thousand four hundred and fifty-nine dollars and thirteen (\$69,459 13) cents be paid said Joseph G. Heald, and that the sum of twenty thousand five hundred and forty dollars and eighty-seven (\$20,540 87) cents be paid the said Reuben Wright by the United States out of any money belonging to said nation in the possession of the United States, those sums being their proper pro rata of the ninety thousand dollars provided in the treaty for the payment of claims of this character.

The claimants McDonald and Fuller were loyal, and they doubtless sustained the loss claimed, but they failed to show the liability of the nation therefor; their claim is therefore disallowed. The claim of Charles F. Thebo, amounting to thirty thousand five hundred and forty-eight dollars and forty (\$30,548 40) cents, is also disallowed.

All of which is respectfully submitted:

E. W. RICE.  
A. H. JACKSON.

Hon. O. H. BROWNING,  
*Secretary of the Interior.*



DEPARTMENT OF THE INTERIOR,  
Washington, D. C., August 9, 1867.

SIR: I herewith return the papers which accompanied your report of the 5th of February last, in relation to the claims of Messrs. Heald and Wright against the Choctaw Indians, under the 50th article of the treaty of April 28, 1866, with the Choctaws and Chickasaws.

The award made to Messrs. Heald and Wright by the commissioners is hereby approved; but as the sums awarded them, taken together, exceed the maximum sum authorized to be paid to them by the treaty, that sum will be divided between them *pro rata*, as recommended by you.

In view, however, of the request of Mr. Heald in his letter of the 7th instant, and your report thereon of the 8th, the claims may be referred to the proper accounting officers of the treasury for settlement, and the sum of ten thousand dollars of the annuities now due the Choctaws paid them on account, the balance to be paid when funds shall become subject to the control of the department for that purpose; but no part of the educational funds of the Indians will be thus appropriated.

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

O. H. BROWNING, *Secretary.*

Hon. C. E. Mix,  
*Acting Commissioner of Indian Affairs.*

SECOND AUDITOR'S OFFICE, August 10, 1867.

\$7,717 66.

CHARLES W. FORREST.

*Claims under the 50th article of treaty with the Choctaw and Chickasaw Indians concluded April 28, proclaimed July 10, 1866.*

Joseph G. Heald.....	\$70,288 80
Reuben Wright.....	20,786 76
	<hr/>
	91,075 56
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DEPARTMENT OF THE INTERIOR,  
Office Indian Affairs, August 10, 1867.

The annexed claims having been examined by a board of commissioners and awarded to the amount of \$90,000, *pro rata*, viz: to J. G. Heald, \$69,458 72; and to R. Wright, \$20,541 28; and the award having been approved by the Secretary of the Interior, as per copy of letter of August 9, 1867, herewith, are now respectfully referred to the Second Auditor of the Treasury for settlement, the amount of \$10,000 to be paid the claimants on account of their respective shares, *pro rata*, viz: to Joseph G. Heald, present, \$7,717 64; and to Reuben Wright, at such place as shall hereafter be designated, \$2,282 36, charging the appropriation, "trust-fund interest due Choctaws," general fund, \$10,000.

CHARLES E. MIX,  
*Acting Commissioner.*

*Appropriation.*

No. 5116.]

Trust fund, interest due Choctaws; general fund, \$7,717 64.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE,

*August 10, 1867.*

I certify that there is due from the United States to Joseph G. Heald the sum of seven thousand seven hundred and seventeen dollars and sixty-four cents, being the amount of the *pro rata* of \$10,000 allowed him by decision of Secretary Interior under an award of commissioners, provided for by 50th article of treaty of 28th April, 1866, with the Choctaw and Chickasaw Indians; to be paid to Joseph G. Heald, city of Washington, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury.

F. ANDREWS,  
*Acting Second Auditor.*

The SECOND COMPTROLLER OF THE TREASURY.

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SECOND COMPTROLLER'S OFFICE.

I admit and certify the above this 13th day of August, 1867.

J. W. SMITH,  
*Acting Second Comptroller.*

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